



## Remote Deposit Capture Addendum

This Remote Deposit Capture Addendum ("Addendum") to the Master Treasury Management Service Agreement (the "Agreement") sets forth for TIN: \_\_\_\_\_ the terms and conditions that will govern your use of the Remote Deposit Capture services ("Service") described herein.

1. Scope; Definitions. By signing below and through your use of the Service, 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. This Addendum shall be effective as of the date indicated in this Addendum, and shall continue until this Addendum is terminated in accordance with the terms of the Agreement.

3. Definitions. The following words or terms shall each have the meanings as provided below. Additional defined terms shall be provided throughout the Addendum. Unless otherwise defined therein, capitalized terms in the Attachments, attached hereto, shall have the meanings as such capitalized terms have in this Addendum. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Agreement.

a. "Additional Equipment" shall have the meaning set forth in Section 6 (Software and Additional Equipment Requirements).

b. "Authorized Representative" means your Administrator and any individual authorized by the Administrator to engage in the Service.

c. As used in this Addendum, the term "check" shall have the meaning defined in Regulation CC of the Board of Governors of the Federal Reserve System ("Regulation CC").

d. "Designated Account(s)" means those of your transactional accounts maintained with us listed in Attachment 1 into which Electronic Items may be deposited.

e. "Electronic Item" means an image of the front and back of a check, all of the information from the Magnetic Ink Character Recognition ("MICR") line on the original check and the enclosed amount and additional information about the original check, including any associated electronic records derived from the original check and any other information specified by us, in the format specified by us.

f. "Information and Systems" shall have the meaning set forth in Section 14 (Security Requirements).

g. "On-Line" refers to use of the Internet website designated by us used to transmit or receive electronic deposits, instructions, notices or other communications but

does not include transmissions by telephone, fax, in person, regular mail, express mail or e-mail.

h. "Rental Equipment" shall have the meaning set forth in Section 5 (Hardware Requirements).

i. "Security Procedures" means the procedures set forth in our Security Addendum, as such procedures may be amended from time to time by us in our sole discretion.

j. "Mobile Deposit Capture" allows users to deposit checks on their smart phones via Bank First's mobile app called goBankBiz . All rules of the Remote Deposit Capture Service include Mobile Deposit Capture. Any rules specific to Mobile Deposit Capture will be specified.

#### 4. The Remote Deposit Capture Service.

a. The Service is designed to allow you to deposit Electronic Items into your Designated Account(s) from locations owned or operated by you or your agent. You, using hardware and software meeting the specifications and requirements provided by us, shall capture from each original check to be deposited: (i) an image of the front and back of the original check; (ii) all of the information in the MICR line on the original; (iii) the amount of the check, as entered by you for MICR encoding purposes; and (iv) additional information about the original check, including any associated electronic records derived from the original check, and any other information specified by us.

b. You shall ensure that each original check is endorsed prior to submitting it for deposit without any restrictions or conditions, in accordance with any applicable procedures designated by us. You shall identify us as the "Bank of First Deposit" by placing our Routing Transit Number in the proper field, according to the current image exchange standards, of each Electronic Item. You shall not identify any other financial institution, other than us, as the Bank of First Deposit with respect to any Electronic Item. For Mobile Capture Deposits all checks deposited should be endorsed "For Mobile Deposit Only".

c. Electronic Items must be transmitted in electronic files that conform to such specifications as we require, as modified from time to time by us in our sole discretion (the "File(s)").

d. You warrant to us that the legal amount of the original check is correctly encoded for each Electronic Item.

e. You shall transmit the Files to us in accordance with our On-Line access procedures and any other applicable procedures, including Security Procedures, as made available by us. Electronic Items, Files, notices, messages, acknowledgements and information are delivered by you and received by us when you have satisfactorily completed the applicable Security Procedures and the Electronic Items, Files, notices, messages, acknowledgements and information have been placed on a Bank storage device that makes the Electronic Items, Files, notices, messages, acknowledgements and information available for us to retrieve or review. For purposes of determining when

Electronic Items, Files, notices, messages, acknowledgements and information have been delivered and received, our records shall be determinative.

f. Files received by us prior to 8:00 PM CST (the "Cutoff Time") on a Banking Day shall be eligible for processing on that Banking Day. Files received after the Cutoff Time or on a day that is not a Banking Day shall be ~~and~~ eligible for processing on the next Banking Day. For Mobile Capture Deposits all checks deposited over \$1,000.00 will be reviewed by Bank First. Checks deposited in the amount of \$1,000 and under prior to 6:00 PM CST will be available the next business day, deposits over \$1,000 will be available in two business days. It is your responsibility to ensure your deposit is posted to your account. Bank First will not notify you of the status of your deposit.

g. You agree that the total dollar value of all Files received on any one (1) Banking Day shall not exceed the amount specified in Attachment 1 (the "Limit Per Day") which may be modified by us in our sole discretion. If the Limit Per Day is exceeded, we may, at our option, refuse to accept for processing. Files received by us after the Cutoff Time on a Banking Day or on a day that is not a Banking Day will be deemed received on the next Banking Day for purposes of this Section 4(g).

h. Once we receive Electronic Items, we may review them to determine whether they will be accepted for processing or be rejected. We shall provide notice to you regarding whether Electronic Items are accepted for processing or rejected. We shall, in our sole discretion, determine whether Electronic Items are accepted for processing or rejected. It shall be your responsibility to routinely review the relevant systems for notices from us regarding whether Electronic Items have been accepted for processing or rejected. ~~If you believe that Electronic Items have been sent to us but you have not received a notice that the Electronic Items have been accepted for processing or rejected, it is your responsibility to contact us to inquire about the Electronic Items in question.~~

i. We will provisionally credit the Designated Account(s) for the Electronic Items we accept for processing on the Banking Day of receipt of Electronic Items, subject to the conditions set forth in this Addendum, and will handle the deposited items as check deposits in accordance with the applicable account agreement(s).

j. You shall securely store and maintain, in accordance with the specifications of Section 14 (Security Requirements), all original checks for a period of 45 days after you have received notice from us that the Electronic Items that reflect the original of the checks have been accepted for processing or rejected, after which time, you shall destroy the original checks using a method of destruction that provides commercially reasonable assurance that any sensitive information contained in the checks is protected from unauthorized disclosure.

k. You shall securely store and maintain, in accordance with the specifications of Section 14 (Security Requirements), all electronic copies and/or all downloaded information from the 45 days of reporting history provided by the software.

l. We will securely store and maintain all electronic check images for a period not to exceed our document retention policy.

*reasonable* ← *upon not less than 10 business days advance written notice*

*prompt*

*So if we do receive notice, or don't receive notice, it is our responsibility to call? So we need to call every single time?*

m. When transmitting Electronic Items to us and receiving Electronic Items from us, you shall comply with the Security Procedures. You acknowledge that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of Electronic Items, Files or information transmitted to or received from us. In addition, you shall comply with any rules, requirements or procedures prescribed by us from time to time governing submission of Electronic Items and any applicable clearing house rules or requirements and provisions of agreements entered into by us with third parties related to the Service.

5. Hardware Requirements.

a. We will provide the scanner hardware to be used in connection with the Service (the "Rental Equipment") to you for the fees, in accordance with our fee schedule, ~~which may be modified by us in our sole discretion from time to time without prior notice to you.~~ Title to the Rental Equipment shall remain with us, and you shall keep the Rental Equipment free of all liens and encumbrances.

Not acceptable.

b. You shall arrange for the delivery of the Rental Equipment and shall be responsible for examining the Rental Equipment upon receipt to ensure that it is in good working order. You shall have been deemed to accept the Rental Equipment if it is not returned to us within ten (10) days of delivery to you.

c. WE PROVIDE NO WARRANTIES OF ANY KIND TO YOU WITH RESPECT TO THE RENTAL EQUIPMENT. WE RENT THE RENTAL EQUIPMENT TO YOU "AS IS." WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, REGARDING THE RENTAL EQUIPMENT. WE MAKE NO WARRANTIES REGARDING THE EFFECT THE RENTAL EQUIPMENT MAY HAVE ON YOUR OTHER SYSTEMS AND ACCEPT NO LIABILITY FOR ANY DAMAGE THE RENTAL EQUIPMENT MAY CAUSE TO YOUR OTHER SYSTEMS OR PROPERTY. YOU AGREE THAT REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU SHALL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT, FOR ANY LOSSES IN ANY WAY CONNECTED WITH THE RENTAL EQUIPMENT. UNLESS OTHERWISE REQUIRED BY LAW, OUR TOTAL LIABILITY TO YOU FOR ANY DAMAGE, LOSS OR LIABILITY IN CONNECTION WITH THE RENTAL EQUIPMENT SHALL NOT EXCEED THE FEES CHARGED TO YOU FOR THE RENTAL OF THE RENTAL EQUIPMENT FOR THE SIX (6) MONTHS PERIOD PRIOR TO THE TIME THE DAMAGES ARE SUFFERED.

d. ~~You shall be responsible for any losses, damages, penalties, claims, suits and actions whether based on a theory of strict liability or otherwise caused by or in any manner arising from or in connection with the Rental Equipment. You agree to reimburse and hold us harmless from any such losses, damages, penalties, claims, suits and actions.~~ *If you require us to use specific equipment, you must stand behind it.*

e. As between us and you, you shall be responsible for any loss, theft or destruction of or damage to the Rental Equipment. In the event of any such damage or loss, you shall be liable for the repair cost or replacement value of the Rental Equipment as determined by us in our ~~sole~~ discretion.

*We will assign to you any warranty reasonable we have with respect to the Rental Equipment.*

f. Upon termination of this Addendum, you shall promptly return the Rental Equipment to us at your expense. The Rental Equipment shall be returned in the same condition in which it was originally provided to you, ordinary wear and tear excepted. If we fail to receive the Rental Equipment within fifteen (15) days of termination of this Addendum, you shall be liable for the replacement value of the Rental Equipment as determined by us in our sole discretion.

g. You shall be solely responsible for, at your own expense, properly installing, managing, operating, maintaining, repairing and using the Rental Equipment in accordance with manufacturer specifications and any other specifications prescribed by us from time to time. You shall perform, or cause to be performed, all vendor-recommended maintenance, repairs, and upgrades to the Rental Equipment at your own expense.

6. Software and Additional Equipment Requirements.

a. You shall be solely responsible for, at your own expense, properly obtaining, installing, managing, operating, maintaining and using any hardware not rented by you pursuant to Section 5 (Hardware Requirements) and any software and licenses to use such software that is required in connection with the Service ("Additional Equipment") that complies with our specifications and requirements. Only Rental Equipment and Additional Equipment that complies with our specifications and requirements may be used in connection with the Service. You shall be solely responsible for, at your own expense, properly obtaining, installing, managing, operating, maintaining and using an Internet communication connection used to transmit the File(s) and other information to us and receive information from us. You shall perform, or cause to be performed, all vendor-recommended maintenance, repairs, upgrades and replacements to the Rental Equipment, Additional Equipment and Internet communication connection.

b. WE HEREBY DISCLAIM ANY AND ALL LIABILITY ASSOCIATED WITH ANY RENTAL EQUIPMENT OR ADDITIONAL EQUIPMENT, INCLUDING BUT NOT LIMITED TO ANY OF OUR REQUIREMENTS RELATED TO SUCH RENTAL EQUIPMENT OR ADDITIONAL EQUIPMENT, AND MAKES NO WARRANTIES WHATSOEVER REGARDING THE FOREGOING. WE MAKE NO WARRANTIES REGARDING THE EFFECT THE RENTAL EQUIPMENT OR ADDITIONAL EQUIPMENT MAY HAVE ON YOUR OTHER SYSTEMS AND ACCEPTS NO LIABILITY FOR ANY DAMAGE THE RENTAL EQUIPMENT OR ADDITIONAL EQUIPMENT MAY CAUSE TO YOUR OTHER SYSTEMS OR PROPERTY REGARDLESS OF WHETHER SUCH DAMAGE WAS DUE TO OUR SPECIFICATIONS OR REQUIREMENTS. YOU AGREE THAT, REGARDLESS OF CAUSE, WE ARE NOT RESPONSIBLE FOR AND YOU SHALL NOT MAKE ANY CLAIM AGAINST US FOR ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL, PUNITIVE OR INDIRECT, FOR ANY LOSSES IN ANY WAY CONNECTED WITH THE RENTAL EQUIPMENT OR ADDITIONAL EQUIPMENT.

7. Electronic Items That May Be Deposited.

a. You hereby warrant that every Electronic Item shall have been captured by you from an original check. In our discretion, we may terminate the Service immediately if we send an Electronic Item that was not captured from an original check.

b. You hereby further warrant that you will send an Electronic Item for deposit only if the original check is:

i. Personal checks, business checks, U.S. Treasury checks, Traveler's checks and money orders payable to you and not to a third party; and

ii. drawn on an account owned, controlled or accessible by a person or entity other than you, any person or persons who control you or an entity that is controlled by persons who control you.

c. You agree and warrant that you will not use the Service to transmit to us for deposit any Electronic Item reflecting:

i. any original check, the deposit of which is prohibited by our then-current procedures pertaining to the Service or is in violation of any applicable law, regulation or rule;

ii. any original check that you know or suspect or should suspect is fraudulent or otherwise not authorized by the owner of the account on which the original check is drawn;

iii. substitute checks or image replacement documents that are derived from or that purport to be substitute checks;

iv. any check that is drawn on or is payable by or at a financial institution that is located in a location that is outside of the contiguous United States, Alaska, Hawaii, the District of Columbia, Puerto Rico or the U.S. Virgin Islands;

v. any check that is drawn on or is payable by or at a foreign financial institution including Canada and Mexico.

vi. any check that is not permitted for deposit into a Designated Account, as provided in the applicable account agreement between you and us; or

vii. any "remotely created check," as that term is defined in Federal Reserve's Regulation CC, that is, any check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

viii. Foreign items, which included items drawn on foreign banks or payable in funds other than U.S. dollars; third party checks even if signed over to you; stale dated checks; post dated checks; non-negotiable items; any item that has been re-deposited or returned; savings bonds, any item previously deposited; and cash.

d. **With respect to each Electronic Item you send to us for deposit, you agree to indemnify and reimburse us for and hold us harmless from and against any and all losses, costs and expenses (including attorney fees) we incur with**

respect to any warranty or indemnity we make to another party, whether by operation of law or by agreement, with respect to the check, any electronic representation of the check, the Electronic Item, any substitute check based on the original check or any paper or electronic representation of a substitute check derived from the original check.

8. Image and MICR Quality.

a. You understand and agree that we, any subsequent collecting bank, the paying bank and the drawer with respect to each Electronic Item transmitted by you to us may employ automated processes or sight review assessing the legibility, usability or technical acceptability of the electronic image and the data that make up the Electronic Item, and that we, any subsequent collecting bank, the paying bank or the drawer may reject or return an Electronic Item (or a substitute check or other item derived from an Electronic Item) if such person or entity determines that the image or the data are unacceptable. If an Electronic Item is rejected or returned, you agree to follow such re-clearing procedures as we may establish with respect to rejected or returned Electronic Items.

i. You shall therefore make reasonable effort to ensure that the image of the original check in an Electronic Item shall be of such quality that the following information can be clearly read and understood by sight review of such image:

- (1) Amount of the original check as written or printed in words and numbers by the drawer;
- (2) Payee of the original check as written or printed by the drawer;
- (3) Signature of the drawer of the original check;
- (4) Date of the original check as written or printed by the drawer;
- (5) Check number of the original check as written or printed on the original check;
- (6) Any information identifying the drawer and the paying bank that is preprinted on the original check;
- (7) MICR line of the original check; and
- (8) All other information placed on the original check prior to the time an image of the original check is captured, including but not limited to any required identification and any endorsements.

ii. You shall make reasonable effort to ensure that each Electronic Item shall meet all standards for image quality established by the American National Standards Institute ("ANSI"), Board of Governors of the Federal Reserve System or any other applicable regulatory agency,

the Federal Reserve Banks and any applicable clearinghouse or association.

b. You shall ensure that each Electronic Item transmitted by you to us shall contain in the appropriate field in the Electronic Item the following information pertaining to the MICR line of the original check:

- i. Routing Transit Number;
- ii. Account number on which the original check was drawn;
- iii. The amount of the original check inserted by you as required by Section 4(a) (The Remote Deposit Capture Service); and
- iv. If present in the original check, the serial number and the process control field of the original check as reflected on the original check.

9. Provisional Credit and Availability of Funds.

a. Upon acceptance of an Electronic Item for processing, we shall provisionally credit your Designated Account. Such provisional credit shall be subject to final payment of the Electronic Items by the paying bank and to the terms of any applicable agreement covering the Designated Account(s).

b. For purposes of determining the availability of funds, the terms of the account agreement applicable to the Designated Account(s) shall apply.

10. Returned Checks.

a. If Electronic Items that are deposited into our Designated Account(s) pursuant to this Addendum are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank for any reason, including, but not limited to, issues relating to the quality of the image, you understand and agree that an original check will not be returned to you but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check or a substitute check. **Unless otherwise instructed by us, you shall not attempt to deposit or otherwise negotiate an original check that has been imaged if it has been charged back to you.**

b. You agree that we may debit any of your accounts maintained with us to obtain payment for any Electronic Item that has been rejected or returned, for any adjustment related to such Electronic Item or for any warranty claim related to such Electronic Item, whether or not the rejection, return, adjustment or warranty claim was made timely. We have no duty to you or to any other person to decline or dispute any such rejected or returned item, or to dispute or defend against such adjustment or warranty claim.

c. If your use of the Service causes the risk identification triggers or other benchmarks (related to, for example return rates, rejection rates and dollar and item count volumes), which are set by us in our sole discretion, to be met or exceeded, as



applicable, we may, in our sole discretion, immediately terminate the Service or impose such limitations and restrictions on the Service as we deem appropriate.

11. Collection of Checks.

a. We, in our sole discretion, shall determine the manner in which Electronic Items shall be presented for payment to the drawee bank.

b. We, in our sole discretion, shall select the clearing agents used to collect and present the Electronic Items, and our selection of such clearing agents shall be considered to have been approved by you.

c. We will collect Electronic Items through the check collection process pursuant to UCC Articles 3 and 4, Regulation CC, applicable clearinghouse rules and any applicable agreements we may enter into from time to time.

12. Contingency Plan. You agree that, in the event you are not able to comply with the terms of this Addendum to transmit Electronic Items for any reason, including but not limited to any equipment failure, communication connection interruptions or outages, you shall transport to us any original checks that you wish to deposit and shall deposit such original checks with us until the problem is resolved. The deposit of original checks with us shall be governed by the terms and conditions of the agreement applicable to the account in which the original checks are deposited.

13. Designated Accounts.

a. You shall maintain with us one or more transactional accounts identified in Attachment 1, referred to herein as "Designated Account(s)," to which deposits may be made pursuant to this Addendum (referred to as "Accounts").

**b. Company agrees that, to the extent the provisions in this Section 13(b) are inconsistent with provisions in an agreement governing your Designated Account(s), the provisions in this Section 13(b) shall prevail. You agree that, pursuant to this Addendum, certain persons, who might or might not otherwise be authorized under the account agreement applicable to a Designated Account(s), may be authorized by this Addendum to perform certain transactions or provide certain information or instructions pursuant to this Addendum. You agree that any provisions contained in account agreements applicable to Designated Account(s) concerning (i) the number of signatures that are required to authorize or perform certain transactions or provide information or instructions to us or (ii) the specific persons who are identified as authorized to authorize or perform certain transactions or provide information or instructions to us, shall not apply to transactions performed pursuant to this Addendum.**

c. You agree that we may debit any account (either now or in the future existing) maintained by you with us in order to obtain payment of your obligations under this Addendum, if necessary. You agree that your obligations under this Addendum, including, without limitation, any indebtedness or liability arising as a result of the provisions of this Addendum, will be secured by any collateral now or in the future held by us or on which we now or in the future have a lien or security interest for any other indebtedness you owe to us, whether such other indebtedness has already been

granted to us a security interest in

incurred or will be incurred in the future, and the instruments and agreements under which such collateral is provided are hereby amended to secure your obligations under this Addendum. You hereby ~~assign all of~~ your deposit accounts with us and any of our affiliates to us to secure your obligations to us under this Addendum. You expressly authorize us to debit any account maintained by you with us or any of our affiliates and/or set off any of your obligations to us under this Addendum against any amount we owe to you, in order to obtain payment for your obligations under this Addendum.

d. We may, at our discretion, require you to provide quarterly financial reports and other reasonable information to establish your creditworthiness. Where you reasonably believe that your financial condition is impaired or deteriorating, you may refuse to process any Electronic Items.

e. You agree to submit to reasonable background checks and provide any other information to us that is necessary for us to comply with applicable laws and regulations and our internal policies and procedures. We may, in our reasonable discretion, upon providing reasonable advance notice to you, conduct an off-site or on-site review of your operations to ensure compliance with the provisions of this Addendum. Such review may include but is not limited to a review of the physical area in which you create Electronic Items, your security procedures, your storage and destruction of original checks and your business activities. Without limiting the foregoing, you agree to provide us with all information that the Bank Secrecy Act and any other applicable law or regulation requires that we obtain, along with any other information that we reasonably request. If you fail to provide us with all the information required by law and the provisions of this paragraph, you agree that we are not obligated to provide the Service and shall not incur any liability for such action or omission. You shall cooperate fully in providing any information or fulfilling any requests from us pursuant to this Addendum.

#### 14. Security Requirements.

a. In the event of any conflict between this Section 14 and any provision of the Security Addendum, the Security Addendum shall govern.

b. You shall be solely responsible for preventing and safeguarding against unauthorized transmissions and unauthorized access to the following, all of which is referred to collectively as "Information and Systems": (i) original checks; (ii) Electronic Items; and (3) your information, systems, connections and equipment that interface with, connect to or allow access to our systems, information, systems and equipment, including but not limited to instructions, codes, passwords, procedures, including security-related procedures or any passwords, codes or PINs ("Personal Identification Numbers") used in transmitting the Electronic Items or related information. You shall establish, maintain and enforce physical and logical commercially reasonable security practices, techniques and procedures with respect to access, storage and maintenance to safeguard against unauthorized transmissions and unauthorized access to the Information and Systems. Such practices, techniques and procedures shall be no less than the security-related requirements set forth in any applicable laws, regulations, regulatory guidelines and rules.

c. You shall disclose security-related information and information concerning us and the Information and Systems only to persons to whom disclosure is necessary for

the conduct of your business affairs, and you agree to take commercially reasonable steps to maintain the confidentiality of all such security-related information and information concerning us and the Information and Systems.

d. You warrant that no individual will be allowed to create Electronic Items and/or transmit them to us in the absence of proper supervision and safeguards and that only Authorized Representatives shall authorize transactions pursuant to this Addendum and transmit the Electronic Items and instructions related thereto to us. We are entitled to rely on all instructions and information received from someone who is your Authorized Representative or someone whom we believe in good faith to be your Authorized Representative.

e. You shall notify us immediately, followed by written confirmation, if you have reason to believe or suspect there has been any unauthorized access to the Information and Systems or unauthorized transmissions. For Mobile Deposit Capture if your phone is lost or stolen it is your responsibility to contact your provider immediately to suspend service and protect your accounts.

15. Company Representations and Warranties and Indemnity.

a. You represent and warrant to us and agree that:

i. You shall transmit only Electronic Items to us for deposit that comply with the provisions of this Addendum;

ii. Each Electronic Item transmitted by you to us contains an accurate representation of the front and back of the original check;

iii. All information submitted by you to us is complete and accurate and complies with the provisions of this Addendum;

iv. You are not a consumer, each Designated Account is used for business purposes and is not a consumer account, and the Service shall be used only for business purposes;

v. ~~All signatures on the original check from which an Electronic Item is derived are authentic and authorized;~~ *How would we know?*

vi. ~~Each check from which an Electronic Item is derived is authentic and has not been altered;~~ *How would we know?*

vii. Each Electronic Item transmitted to us is an accurate, authentic replica of an original check, and the Electronic Item has not been altered;

viii. You are entitled to enforce each check from which an Electronic Item is derived;

ix. No check from which an Electronic Item is derived is subject to a defense or claim in recoupment of any party that can be asserted against you;

x. You have no knowledge of any insolvency proceedings commenced with respect to the maker or acceptor or, in the case of an unaccepted check, the drawer of any checks from which an Electronic Item is derived;

xii. You shall not knowingly or unknowingly transmit or cause to be transmitted to us any computer virus or any malicious code and shall take commercially reasonable steps to prevent such transmissions from occurring;

xiii. You will not: (1) create a duplicate Electronic Item of an original check; (2) transmit a duplicate Electronic Item to us or to any other person for collection or presentment; or (3) deposit or otherwise negotiate the original of any check from which an Electronic Item has been created;

xiv. No subsequent transferee of an Electronic Item, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay an original check from which an Electronic Item was created or to pay a duplicate of an Electronic Item;

xv. No subsequent transferee of an Electronic Item, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as a result of an Electronic Item (or any item or returned check derived from the Electronic Item) being presented for payment or returned, instead of the original check;

xvi. You are authorized to enter into and perform your obligations under this Addendum; the person signing this Addendum on your behalf is duly authorized to execute this Addendum; this Addendum is valid and enforceable against you; and entering into this Addendum shall not violate any law, regulation or rule, or conflict with any other agreement to which you are subject;

xvii. Individuals identified by you as Authorized Representatives have been duly authorized to act in the capacity you have designated on a form provided by us and in this Addendum; and

xviii. You shall perform your obligations under this Addendum in accordance with, and shall not perform any acts or omissions that would cause us to violate, any applicable rules (including but not limited to applicable rules of trade associations, clearinghouses and payment processors), requirements, laws, regulations, sanctions, executive orders and regulatory guidelines including, but not limited to, the following: U.S. federal or state laws and regulations; foreign laws, regulations and/or directives; the sanctions laws, regulations and executive orders administered by the Office of Foreign Assets Control ("OFAC"); laws, regulations and orders administered by FinCEN; any applicable rules; Federal Reserve Operating Circulars; and any applicable state laws, regulations, orders or regulatory guidelines.

b. You shall indemnify and hold us, our parent, employees and agents harmless from and against any and all claims, damages, losses, demands, liabilities and expenses (including reasonable attorneys' fees and litigation expenses) arising directly or indirectly from or relating in any manner to: (i) your failure to satisfy your obligations under this Addendum; (ii) your failure to exercise ordinary care in connection with your duties under this Addendum; (iii) your breach of any warranties and representations in this Addendum and/or any provision in this Addendum; (iv) the dishonor or otherwise return unpaid by the drawer bank, or return by a clearing agent, for any reason, of any check and/or Electronic Item presented to us by you; (v) any actions or omissions taken by us that were reasonably believed to be taken pursuant to this Addendum or any other action taken or omitted by us in good faith pursuant to our responsibilities under this Addendum; (vi) any actions by any agent employed by us that result in a breach of this Addendum by you; (vii) to the extent that it involves us, any litigation asserting noncompliance on your part with applicable rules, laws, regulations or other requirements; and (viii) from any claim of any person that we are responsible for any act or omission by you or any other person acting on your behalf.

c. You shall be responsible for and shall indemnify against any acts and omissions of your agents, service providers, affiliates, offices, employees and any other person or party we believe in good faith to be acting on your behalf to the same extent that it is responsible for and must indemnify against its own acts and omissions pursuant to this Addendum.

16. Additional Limitation of Liability. Notwithstanding the fact that we may have received and accepted for processing an Electronic Item and provisionally credited a Designated Account(s), you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by or claim made against us.

*(d) Notwithstanding any other provision herein, You retain all rights and protections afforded You under Wis. Stats. 89380*

17. Fees. You agree to pay us for the charges for the Service at the rates specified in the applicable fee schedule, ~~as such rates may be modified by us from time to time.~~

[Signature page follows.]

This Remote Deposit Capture Addendum shall be effective as of the date last signed below.

Manitowoc Public Utilities  
Company

By: \_\_\_\_\_  
Authorized Signer

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

BANK FIRST NATIONAL

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**DESIGNATED ACCOUNTS**

**Company Name: Manitowoc Public Utilities**

Company designates the following as accounts to which deposits of Electronic Items may be made pursuant to this Addendum and agrees that such deposits shall not exceed the limits set forth below.

	<b>Account Number</b>	<b>Limit Per Day</b>
		\$
		\$
		\$
		\$
		\$

**AUTHORIZED REPRESENTATIVES**

**Company Name: Manitowoc Public Utilities**

The undersigned certifies that the individuals listed below are Authorized Representatives of Company for purposes of this Addendum. These Authorized Representatives are authorized to act on behalf of Company in order to perform or authorize transactions related to the Service, transmit checks and/or Electronic Items and provide information and instructions to Financial Institution. Until Financial Institution receives written notice from Company that revokes the authorization granted to any of the individuals listed below, and has a reasonable opportunity to act on it, Financial Institution shall continue to rely upon the authority granted hereunder to such Authorized Representatives and rely on all information provided by such Authorized Representatives.

Name	Email	Phone Number