

STERLING BANK ONLINE BANKING AGREEMENT

I. INTRODUCTION

Welcome to Sterling Bank Online! This Sterling Bank Online Banking Agreement (“Agreement”) discusses how you can use Sterling Bank Online to obtain information about your accounts, to transfer funds between your accounts, and to request certain other bank services. It also contains the terms and conditions governing your use of the services provided. In this Agreement, the words “you” and “your(s)” refer to the owner of an Eligible Account (defined below), or an authorized representative. The words “we,” “us,” “our(s)” and “Bank” refer to Sterling Bank. The word “business” means anyone other than a consumer who owns an Eligible Account and uses the account for commercial purposes. The word “consumer” means a natural person who owns an Eligible Account with respect to which services are requested primarily for personal, family or household purposes. The words “Business Day” means Monday through Friday, except banking holidays.

By applying for, using or allowing another person to use these online services in any manner, you thereby indicate your consent to the terms of this Agreement. You may print a copy of this Agreement for your records now, or you can refer to this document later at your convenience. If you previously registered for these online services, this version of the Agreement replaces any Agreement you previously had with us. **Prior to accessing the remote deposit capture service, you must accept the terms and conditions as stated in the disclosure available upon accessing the service.**

You will have access to Sterling Bank Online services through the banking service provider (the "Service Provider") that will act as an interface between you and the Bank. At certain times, the system may not be available due to maintenance or circumstances beyond our control. During these times, you may call the Bank at 715-537-3141 or 888-537-2398 during normal business hours to obtain information about your accounts.

II. SECURITY AND PROTECTING YOUR ACCOUNT

A. Security

We are strongly committed to protecting the security and confidentiality of our customer account information. We will take all commercially reasonable precautions to administer the system to ensure this security. We use several different methods to protect your account information:

1. Your account numbers are not displayed in full-only the last four digits can be viewed;
2. You must have a valid User ID and Password to logon; and
3. If no action is taken for five minutes, you will be automatically logged off the system. You agree that it is your responsibility to:

- a. Never give out your identifying information such as your User ID and Password to any other person;
- b. Never leave your account information displayed in an area accessible by others;
- c. Never leave your device unattended while using the system;
- d. Always exit the system by clicking on LOGOUT after use; and
- e. Notify us immediately at 715-537-3141(or write to P.O. Box 70, Barron, WI 54812) immediately if you believe your User ID or Password may have been stolen, or that someone has transferred or might transfer funds from your account without your permission, or if you suspect any fraudulent activity on your account.

B. Password Guidelines and Risks

Your Password is the key to your accounts. All Sterling Bank Online banking transactions or inquiries must be initiated by use of your Password. We will assign you an initial Password after we have accepted your Application and Agreement. The first time you sign on to Sterling Bank Online, you will be required to select a new Password. You may change your password from time to time, as provided in the online banking software. Guard it carefully and do not give it to anyone. No Bank employee will ever ask for your Password, nor should you ever provide it to anyone unless you intend to allow that person access to your accounts. Here are a few simple guidelines to help with passwords:

1. Select a password that has some meaning to you, but would be difficult for others to guess;
2. Use at least eight characters with a maximum of 16;
3. It is recommended that you do not use your social security number, birthdays, single words or names, or other codes that may make it easy for others to determine your Password;
4. Try to include non-alphabetic characters, such as numbers, punctuation marks or brackets; and
5. Change your password regularly.

You should always exit Sterling Bank Online after you finish viewing your accounts. Never leave your device unattended while accessing Sterling Bank Online. If you should, a third party may be able to access your accounts from your device, without ever needing to use your Password.

Internet banking has inherent risks that you need to manage. Your device may be subject to intrusion (hacking) on an ongoing basis and is outside the control of the Bank's risk monitoring systems. Threats to your device may occur as a result of viruses and/or tracking programs which can be initiated from an email attachment that is unintentionally opened by a user of your device. Once opened, these programs can track key-strokes such as user IDs and passwords that are then communicated back to the hacker and potentially used to access your internet banking to remove funds from your account(s).

Users should be aware of the risks of opening email attachments and/or downloading files from unknown sources.

III. ELIGIBLE ACCOUNTS

Each account you have with us that you enroll in online banking is called an “Eligible Account.” Examples include deposit accounts and loans. Your Eligible Accounts will continue to be subject to the agreements otherwise governing them, except where it is noted in the Agreement. Additionally, each Eligible Account will be subject to the following:

1. The Terms or instructions appearing on a screen when using the system;
2. The Bank’s rules, procedures and policies applicable to each Eligible Account;
3. The rules and regulations of any funds transfer system used in connection with the system; and
4. Applicable state and federal laws and regulations.

IV. STERLING BANK ONLINE E-MAIL COMMUNICATIONS

Electronic messages sent and received in the system are secure, and are accessible after you sign on with your Password and your browser shows a secure connection has been established. Communications sent over the public Internet are not necessarily secure. Therefore, we will not send, and we strongly suggest that you do not send, any confidential account information unless using the electronic communication options provided in our Customer Service section. You agree that we may take a reasonable time to act on any e-mail. A communication that requires expeditious handling—for example, if you need to report an unauthorized transaction from one of your accounts, or if you need to immediately stop payment on a check you have issued, should be made by calling the Bank.

You cannot use e-mail to initiate any transactions on your account. For transactions, please use the appropriate functions within the system or call the Bank.

You agree that the Bank may send you electronic messages about other products or services we offer.

V. Enrollment

Upon enrolling in online banking, you will be provided access to deposit accounts. Customers must first contact the Bank and register before using the system. After we have reviewed your enrollment form, we will notify you of your User ID and Password. You will decide which of your accounts to link to each User ID and Password and what activity level is appropriate for each account linked to the User ID and Password.

There are different activity levels that can be assigned to a User ID. All available accounts will have at least the Account Inquiry level as defined below. Only checking,

savings, money market deposits and loan accounts may also have the second activity level. Current activity levels are:

1. Account Inquiry: This activity level will allow you to obtain current account balance and transaction information. This activity level does not include transferring funds;
2. Transferring Funds: This activity level allows you to obtain account information, to transfer funds between accounts linked to the User ID, and to obtain certain other banking services. Each checking, money market, savings, and loan account linked to your Access ID will have this activity level, unless you choose otherwise; and
3. Bill Payment: This activity level will include the right to make payments to third parties through our Bill Payment Services offered by FIS and subject to the terms and conditions contained in a separate agreement.

VI. FUNDS TRANSFER SERVICE

If you have a User ID and Password from us, you will be able to transfer funds between your Bank accounts. If you do not want to have the ability to transfer funds between accounts online, or if you want to restrict the accounts from which you can transfer funds using your User ID and Password, call the Bank, and we will make the necessary adjustments to this service for you.

You can make immediate transfers between your deposit accounts over the Internet. All such transfers are subject to the terms of this Agreement. You can also use the Internet to transfer funds between certain line of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account.

Under this Agreement, business customers can use these online banking services to transfer funds between their Bank accounts. IF YOU ARE A BUSINESS CUSTOMER AND DO NOT WISH TO HAVE THE ABILITY TO TRANSFER FUNDS BETWEEN ACCOUNTS USING THE ONLINE BANKING SYSTEM, PLEASE CALL THE BANK, AND WE WILL REMOVE THAT FUNCTION FROM YOUR SERVICE.

The following provisions govern your use of the Bank's funds transfer system:

A. General Information

1. You are responsible for all transfers made by you or your authorized representative. You authorize us to debit your designated account(s) for any transactions accomplished (including the transfer of funds from another deposit account or overdraft line of credit that provides overdraft protection, if you have one of those services in effect). You agree that we may comply with transfer instructions entered by any one person using an authorized User ID and Password,

notwithstanding any provision that may be contained in other account documentation purporting to require more than one signature to withdraw funds from the account;

2. If you permit another person to use the system or give them your User ID or Password, you are responsible for transfers, payments or advances that person makes from the deposit and credit accounts linked to your registration even if that person exceeds your authorization.

B. Funds Transfer Service Particulars

1. Types of Transfers and Posting: You can transfer funds between your checking and savings accounts using the system, and between your deposit accounts and your money market account.
2. Limits On Transactions: There is a maximum dollar limit on any transfer equal to the available balance in your account plus the available balance or credit balance in any other account or line of credit attached to the deposit account to provide overdraft protection;
3. Availability: Funds must be available in the account from which you wish to transfer funds on the date you enter the transaction. If you initiate a bank transfer or loan payment of available funds **on or before five (5) p.m. Central Time** on a business day, the bank transfer or loan payment will be posted to the Eligible Account on the same business day. If the transfer is initiated **after five (5) p.m. Central Time** on a business day, the bank transfer will be posted on the next business day. Transferred funds will be available for withdrawal on the same business day the bank transfer is posted to the Eligible Account;
4. Restrictions on Transfers from Savings (except ATS Savings) and Money Market Accounts: Under Federal Reserve Board Regulation D, you may make an unlimited number of deposits or transfers into a savings or money market account; **however, you may make no more than six (6) transfers or withdrawals out of a savings or Money Market Account per month or similar period. Transfers made by telephone, personal computer, or funds automatically transferred from a savings or money market account to another deposit account for overdraft protection are counted toward the six total permitted transfers or withdrawals.** If you exceed the restrictions more than one time during a 12-month period, we will ask you to close the savings or money market account and transfer the funds to a checking account or ATS savings account.
5. Insufficient Funds to Complete Transfer: If your account does not have sufficient funds to complete a transfer as of the date the transfer is scheduled to be made, the transfer may not be completed, but if we do complete the transfer as an accommodation to you, you are responsible for any overdraft created;
6. Correcting or Canceling Your Transfer: You cannot cancel your transfer after it has been entered in the system and the information is transmitted to us. You can correct information about a transfer before you send us the information, and you can use the system to reverse a transaction after it has been entered;
7. Documentation and Verification of Transfers: The date and amount of transfers made through the system will be shown on the History screen, and will also be

shown on your printed statements for the accounts from which and to which the transfer is made.

8. You agree that we may, without notice or other obligation to you, refuse to make any bank transfer for security reasons or as otherwise expressly provided in this Agreement or your deposit agreement with us.

C. Problems

Please contact the Bank with any questions or problems you may have with regard to funds transfers including:

1. Any problems with a transfer you authorized or your statement reflects a transfer you think is in error;
2. Any need to obtain documentation concerning a transfer previously issued from your account. (There may be a fee for such request, as disclosed in the Bank's Schedule of Fees in your account agreement.)

VII. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

A. Consumer Liability

To the fullest extent permitted by law, you agree to be responsible for all unauthorized or erroneous transactions initiated through Sterling Bank Online banking. You have the obligation to immediately notify the Bank if your Password has been lost or stolen, or if someone has transferred funds from your account through Sterling Bank Online without your permission (or is contemplating to do so). **Therefore, tell us AT ONCE if you believe your Password has been lost or stolen. Telephoning is the best way of reducing your possible losses.**

The following provisions of this Section apply only to your liability for unauthorized electronic fund transfers. An "unauthorized electronic fund transfer" means an electronic fund transfer from an Eligible Account that is initiated by another person without your authority and from which you receive no benefit. The term does not include any Sterling Bank Online electronic fund transfer that is initiated by a person to whom you furnished your Password, unless you have notified us that transfers by that person are no longer authorized and we have had reasonable opportunity to act on that notification. **We will require that the notice be in writing. You could lose all the money available in your Eligible Accounts if you fail or refuse to immediately notify the Bank of the unauthorized use of your Password.**

Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you shall not be entitled to assert a claim against the Bank, nor be entitled to any damages from the Bank, as to said unauthorized transfers. This 60-day limitation is without regard as to the standard of care exercised by the Bank.

If you believe your User ID and/or Password has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at **715-537-3141** or write to **Sterling Bank, P.O. Box 70, Barron, WI 54812**.

B. Business Liability

You agree that we may send confidential mailings, including User ID and Password confirmations to the current address shown in our records for your primary checking account, whether or not that address includes a designation for delivery to the attention of a particular individual. You further agree that we will not be responsible or liable to you in any way in the event that such properly addressed information is intercepted by an unauthorized person, either in transit, or at your place of business.

You agree to keep your User ID and Password secure and strictly confidential, providing them only to authorized signers on your account(s), or other trusted employees and agents you want to act as your representative to access your accounts. You agree to instruct each person to whom you give your User ID and Password that he or she is not to disclose them to any unauthorized person, and you further agree to immediately notify us and select a new User ID and Password if you believe your confidential information may have become known to an unauthorized person.

The Bank shall have no liability to you for any unauthorized payment or transfer made using your User ID and Password that occurs before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice. We reserve the right to suspend or cancel your User ID and Password, even without receiving such notice from you, if we suspect they are being used in an unauthorized or fraudulent manner.

You acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by any instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we have had a reasonable opportunity to act on such notice).

C. Limitation of Bank's Liability

To the fullest extent permitted by applicable law, you agree that we will have no liability whatsoever for any loss, damage, or claim arising out of any delay or failure in the performance of any Sterling Bank Online service in accordance with the terms of this Agreement, including but not limited to, that resulting from our negligence. Our duties and responsibilities to you are strictly limited to those described in this Agreement, except with respect to any provisions of the law applying to electronic fund transfers that cannot be varied or waived by agreement. In no event will the bank be liable for any consequential, special, or punitive damages or for any indirect loss that you may incur or suffer in connection with the service (even if the Bank has been informed of the

possibility of such damages), including, without limitation, attorneys fees. The Service Provider is an independent contractor and not the Bank's agent. The Bank's sole duty shall be to exercise reasonable care in the initial selection of the Service Provider.

We will not be liable, for instance:

1. If through no fault of ours, you do not have enough money in your account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the system was not working properly and you knew about the breakdown when you started the transfer.
4. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
5. There may be other exceptions stated in our agreement with you.

D. Authentication Method

You agree that we are entitled to act upon instructions we receive with respect to the Service under your user ID, password, test key or other code or authentication method that we require (these components are referred to herein collectively as your “Authentication Method”). You are liable for all transactions made or authorized with the use of your Authentication Method. We have no responsibility for establishing the identity of any person who uses your Authentication Method. You agree that if you give any component of your Authentication Method to anyone or fail to safeguard its secrecy, you will be in violation of your obligations under your Bank Account Agreement and this Agreement. You agree to take appropriate steps to ensure that all components of your Authentication Method are protected and kept confidential. You agree to indemnify and release us from any and all liability, and agree not to make any claim or bring any action against us, relating to our honoring or allowing any actions or transactions that are conducted under your Authentication Method or acting upon instructions, messages or authorizations provided to us using your Authentication Method. By accessing the Service with your Authentication Method, you authorize us to complete the requested transaction(s) through the Service. Any requests or instructions we receive from you through the Service using your Authentication Method shall be considered “in writing” under all applicable law and shall have the same force and legal effect as a writing signed by you. This includes, but is not limited to, inquiries, deposit transactions, changes to accounts or services or any other communication you provide us through the Service using your Authentication Method.

VIII. GENERAL TERMS

A. Confidentiality-Disclosure of Account Information

We may disclose information to third parties about your account or the payments or transfers you make:

1. When necessary for verifying or completing payments or transfers that you have requested or authorized, or to resolve a problem related to a payment or transfer;
2. To verify the existence and status of your account for a third party such as a credit bureau or merchant;
3. If you give us your written (including electronic message) permission; or
4. As otherwise permitted or required in any of your agreements with the Bank, or other applicable agreements or by law or governmental regulations.

B. Responsibility to Examine Statements

The Bank provides no separate written confirmation of individual payments or transfers. Confirmation is provided through online information available on the system and through your periodic account statements. You will get a monthly account statement for your checking accounts. You will get a monthly account statement for your savings account, unless there are no transfers in a particular month. In any case you will get a statement quarterly. You agree to examine your statement promptly and to notify us immediately of any discrepancy between the statement and your other account records. You also agree to notify us immediately of any discrepancy you may find in reviewing online information. If you do not tell us about these discrepancies within sixty (60) days after the statement has been sent to you, we will have no responsibility to reimburse you if we can prove that we could have stopped someone from taking the money if you had told us in time.

C. Termination of Agreement

You are responsible for complying with all terms of this Agreement and with the terms of the agreements governing the accounts to or from which transfers are made using the system. We can terminate your electronic banking privileges under this Agreement without notice to you if you do not pay any fee when due, or if you do not comply with any agreement governing your accounts, or if any such account is not maintained in good standing. We can also terminate your electronic banking privileges if we believe that an actual or potential unauthorized use of your User ID or Password or account may be occurring. The Bank reserves the right to terminate your electronic banking privileges or any portion of it in its sole discretion, without notice and without limitation except as may be required by law.

D. New Services

The Bank may, from time to time, introduce new services that are part of the Bank's online program. We will update this Agreement to notify you of these new services. By using the new services after they become available, you agree to be bound by the terms contained in the revised Agreement.

E. Virus Protection

You agree that the Bank is not responsible for any electronic virus that you may encounter using the online system. We encourage you to routinely scan your computer and diskettes using any reliable virus protection product to detect and remove any viruses found. Undetected or unrepaired, a virus may corrupt and destroy your programs, files and even your hardware.

F. Schedule of Fees

Access to Sterling Bank Online banking basic services (i.e. Bill Pay, viewing your accounts, completing transfers to and from your accounts, etc.) is provided to you at no charge.

Customer Service requests for which you may be charged a non-refundable fee by Sterling Bank include: stop payments, or other requests made through Sterling Bank Online. These service requests are subject to the Bank's normal service charges that were disclosed at account opening and are subject to change as disclosed in any subsequent editions of our Schedule of Fees brochure. For any services subject to fees, you agree to pay and authorize us to automatically debit the billing account designated on the Application. Monthly service charges **will not** be prorated for portions of a month. **Please contact us for the latest version of our Schedule of Fees for any changes.**

You will be solely responsible for all tariffs, duties, or taxes imposed by any government or governmental agency in connection with any transfer made pursuant to this Agreement, and for all telephone charges, Internet access charges, and other costs for online sessions initiated by you.

Transfers of funds using the online system are free except as stated in the Schedule of Fees in your account agreements.

G. Amendment

We can amend this Agreement upon notice to you, which you agree may be sent by e-mail. Any notice will be effective not later than (30) thirty days after we send the notice (unless a law or regulation requires a longer notice period), whether or not you have retrieved the notice by that time.

H. Entire Agreement

This Agreement, as it may be amended from time to time, contains the entire understanding between you and the Bank concerning the online services offered, and supersedes any verbal conversations, other communications and previous agreement, if any.

I. Governing Law

This Agreement shall be governed by and construed in accordance with the substantive laws of the United States, applicable federal regulations, and to the extent not inconsistent therewith, the laws of the State of Wisconsin.

J. Assignment

You may not assign this Agreement to any other party. We may assign this Agreement to any affiliated company now or in the future. We may also assign or delegate certain of the rights and responsibilities under this Agreement to independent contractors, or other third parties.

K. Captions

The captions contained herein are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

L. Information Authorization

Through your enrollment in this online service, you agree that we have the right to request a review of your credit rating at our expense through an authorized credit bureau.

M. Collection Expense

If we undertake legal action to enforce our remedies under this Agreement, you agree to pay our attorneys' fees, expenses and litigation costs to the extent permitted by law.

N. Agreement to Terms and Conditions

Your registration for Sterling Bank Online confirms your agreement to be bound by all the terms and conditions of this Agreement and your acknowledgement that you have received and understand the terms of this Agreement.

O. Other Agreements and Severability

The terms and conditions of this Agreement with and in addition to any terms of the account agreements for your Eligible Account(s), the applicable account disclosures, the Schedule of Fees, the Funds Availability Disclosure, the Bank's Electronic Funds Transfer Agreement and Disclosure Statement, the agreements governing the Credit Accounts, and the Application, may all be amended from time to time. In the event of any conflict between this Agreement and the content of the Software or any related materials regarding the Bank's obligations to you, the terms of this Agreement will control. If any provision of this Agreement is unlawful or unenforceable, each such provision will be without force and effect without affecting any other provision hereof. No consumer protection provision of the Electronic Funds Transfer Act or Regulation E is intended to

be waived by you under this Agreement unless law permits the waiver. The parties agree to be bound by the operating rules and guidelines of the National Automated Clearing House Association and the applicable local automated clearinghouse association as in effect from time to time with respect to all automated clearinghouse transfers made hereunder.

P. Notice in Case of Error(s) or Questions on Consumer Accounts

Call us at **715-537-3141** or toll-free at **888-537-2398** during normal customer service hours, or write to us at **Sterling Bank, P.O. Box 70, Barron, WI 54812**, as soon as you can, if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent the FIRST Statement on which the problem or error appeared.

1. Tell us your name and account number (if any).
2. 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.
3. 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 tell you the results of our investigation 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 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. (Provisional credit is only applicable to consumer accounts.)

If a notice of error involves an electronic funds transfer that occurred within 30 days after the first deposit to the account was made, the applicable time periods for action shall be 20 business days in place of 10 business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, occurred within 30 days after the first deposit to the account was made, or is a point-of-sale debit card transaction, the applicable time period for action shall be 90 calendar days from your notice to us in place of 45 calendar 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 we used in our investigation. We may revoke any provisional credit provided to you if we find that an error did not occur.