STERLING BANK BUSINESS DIGITAL BANKING AGREEMENT

I. INTRODUCTION

Welcome to Sterling Bank Digital! This Sterling Bank Business Digital Banking Agreement ("Agreement") discusses how you can use Sterling Bank Digital to obtain information about your accounts, to transfer funds between your accounts, make remote deposits to your account, 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 words "Business Day" means Monday through Friday, except Federal holidays.

By applying for, using, or allowing another person to use these digital services in any manner, you thereby indicate your consent to the terms of this Agreement. You may print or save a copy of this Agreement for your records now, or you can refer to this document later on our website at your convenience. If you are unable to print or save a copy to your device, please contact us at info@sterlingbank.ws and request a copy. If you previously registered for digital services, this version of the Agreement replaces any Agreement you previously had with us.

Under this Agreement, business customers can use these digital banking services to transfer funds between their Bank accounts.

You will have access to Sterling Bank Digital 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 and recommend you protect access to your device through passwords, facial recognition, etc. 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 log on.
3. If no action is taken for fifteen minutes, you will be automatically logged off the system.

4. 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.
    e. Notify us immediately at 715-924-4817 or 800-924-4817 (or write us at P.O. Box 106, Chetek, WI 54728) 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 Digital banking transactions must be initiated by use of your Username and Password. You will be required to periodically change your password. Guard your password 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.
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. Your password must contain at least one upper case letter, lower case letter, one number, and a special character.

You should always exit Sterling Bank Digital after you finish viewing your accounts. Never leave your device unattended while accessing Sterling Bank Digital to avoid third party access to your accounts from your device.

Digital 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 keystrokes 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. Administration
Each business must assign a Master User/Owner who will be the initial administrator of the account(s). The Master User can assign access, roles, and tasks, including other administrators and removing account access.

IV. ELIGIBLE ACCOUNTS

Each account you have with us that you enroll in digital 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.
4. Applicable state and federal laws and regulations.

V. STERLING BANK DIGITAL E-MAIL COMMUNICATIONS

Electronic messages sent and received in the system are secure and are accessible after you sign in 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 Secure Messaging Service. 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 the Bank may send you electronic messages about other products or services we offer.

VI. Enrollment

Upon enrollment, you will be provided access to eligible accounts.
For Business Accounts, the Master User will decide which accounts to link to each User ID and what activity level is appropriate for each account and User.

All eligible accounts will have at least the Account Inquiry level as defined below. Checking, savings, money market, and loan accounts may also have additional activity levels. Current activity levels are:

1. **Account Inquiry:** This activity level will allow the User to obtain current account balance and transaction information.
2. **Transferring Funds:** This activity level allows the User to obtain account information, to transfer funds between accounts linked to the User ID.
3. **External Transfers:** With permission granted by an Administrator, a User may perform external transfers. There is a fee for external transfers; see current Fee Schedule available online.
4. **Bill Payment**: This activity level will include the right to make payments to third parties through our Bill Payment Services - subject to the terms and conditions contained in a separate agreement.
5. **Mobile Deposit:** Designed to allow you to make deposits to your checking, money market checking or savings accounts from a device capable of capturing check images and electronically delivering the items.
6. **Transfer to another Sterling Bank Customer:** Designed to allow you to make a payment to another Sterling Bank customer. You will need the customer's last name and account number.
7. **Positive Pay:** A check matching feature accessed through Sterling Bank's Digital Banking site. It provides quick fraud detection and easy check reconciliation. Issued check information is provided via file upload or manual entry by the customer to the Positive Pay site. Checks clearing against the account are matched to the issued items provided by the customer. Items not matching an issued item are rejected and presented to the customer through the site to decide to return the item unpaid or allow the item to be posted to the account.
8. **ACH Positive Pay:** Allows customers to decide whether to pay or return an ACH debit or credit item before it is posted to their account. An alert is sent to the customer when an ACH item attempts to post to the account. A customer can also enter trusted ACH originators to avoid having to view items that are pre-approved.

VII. FUNDS TRANSFER SERVICE

Upon successful enrollment, you will be able to transfer funds between your Bank accounts. All such transfers are subject to the terms of this Agreement. 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 Users can transfer funds using a User ID and Password, call the Bank and we will make the necessary adjustments to this service for you.

You can also transfer funds between certain lines of credit accounts and your deposit accounts. Transfers are not permitted from one line of credit account to another line of credit account.

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 certain line of credit accounts.
2. External transfer account information must be verified prior to transferring the funds. External transfer requests received after 5:00 p.m. will be sent the next day. A fee will apply to the transfer of funds out of Sterling Bank.
3. 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. There are additional limits for external transfers; contact us with questions or assistance.
4. 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 with 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.
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 into the system and the information is transmitted to us.

7. Documentation and Verification of Transfers: The date and amount of the transfer will be shown on the History screen, and will also be reflected on the account statements.
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.
9. Restrictions on Transfers from Savings (except ATS Savings) and Money Market Accounts: You may make an unlimited number of deposits or transfers into a savings or money market account; however, per your Account Agreement we reserve the right to limit transfers to no more than six transfers from a savings or Money Market Account per month or similar period.
10. You agree to assume all risks and liability with linking and/or transfers to or from external accounts.

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.)

VIII. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

A. Business Liability

You agree to keep your User ID and Password secure and strictly confidential. You further agree to immediately notify us and select a new User ID and Password if you believe an unauthorized person may have gained access to your confidential information.

You agree to assign a Master User, who will authorize any additional Users to access your account(s).

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).

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 **715-924-4817 or 800-924-4817** or write us at **Sterling Bank, P.O. Box 106, Chetek, WI 54728**.

B. 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 Digital 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, attorney 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, or other code or authentication method 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 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, checks deposited, check images, changes to accounts or services or any other communication you provide us with through the Service using your Authentication Method.

IX. 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.
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 30 days after the statement has been provided to you, we will have no responsibility to reimburse you if we can prove 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 periodically introduce new services that are part of the Bank's digital 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 the Bank is not responsible for any electronic virus you may encounter using the digital system. We encourage you to routinely scan your computer/device 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 Digital banking basic services (i.e. Bill Pay, viewing your accounts, completing internal transfers to and from your accounts) 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, external outgoing transfers, or other requests made through Sterling Bank Digital. 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 debit the applicable account. Monthly service charges **will not** be prorated for portions of a month**. Please contact us or visit our digital banking website 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 digital 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 digital 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 digital 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 Digital 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, and the agreements governing the Credit Accounts 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. 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.