



DEPOSIT ACCOUNT AGREEMENT

Information to help you
make the most of your
deposit accounts with us.



AssociatedBank

Our promise to you.

As an Associated customer, your experience with us should be as pleasant as possible.

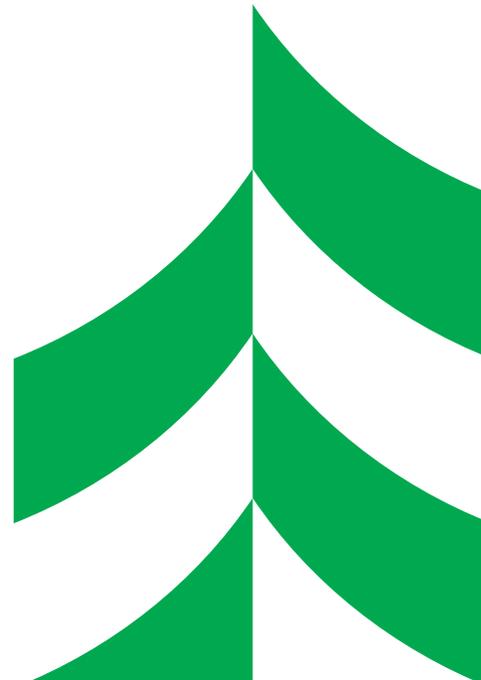
- You will be treated in a professional and friendly manner in every interaction.
- You will experience responsive service with consistently high quality.
- You will work with a knowledgeable and capable team.

We are committed to meeting your needs.

- We will guard and secure your personal and financial information at all times.
- We will communicate clearly, so you can easily make informed decisions.
- We will provide the professional advice and solutions you require.

And, should you encounter a problem, we will be fair and work hard to resolve it.

INSIDE FRONT COVER
BLANK



1. INTRODUCTION

Thank you for choosing Associated Bank. Our goal is to assist you with all your banking needs and provide you with the responsive, personalized service you deserve. This Deposit Account Agreement defines the terms and conditions applicable to your Account(s).

Each section throughout the Agreement begins with a summary that highlights the information contained within that section. Many sections also contain helpful hints that offer ideas on how to best utilize and manage your Account(s).

The summaries and helpful hints are for your convenience. They do not cover all of the information in the section and are not intended to substitute for your reading the entire Agreement. They also do not govern, modify or amend the content of the section and should not be used to interpret the terms of this Agreement.

If you have any questions regarding the contents of this document, your Associated Banker will be happy to answer them.

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2. INFORMATION COLLECTED AT ACCOUNT OPENING AND TAX CERTIFICATION

SECTION SUMMARY

Securing the safety of your Account and your identity is very important. When you open an Account with us, we are required to collect certain information about you that identifies and reasonably verifies who you are. This section explains the reasons why we collect this information. We may also obtain a credit report at Account opening and/or periodically, to facilitate our verification of your identity and for other legitimate business purposes.

2.1 Important Information About Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account. What this means for you: When you open an Account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

2.2 Federal Tax Identification Number

Federal law requires U.S. person(s) to provide a Federal Tax Identification Number ("TIN") at the time of Account opening. This is either your Social Security Number (SSN) or, for non-personal Accounts, an Employer Identification Number (EIN). Unless we receive your certified TIN, we reserve the right to refuse to accept your initial deposit, pay interest on the balance or permit withdrawals. Interest paid prior to receipt of your certified TIN will be subject to backup withholding under IRS regulations. You must certify that the TIN you have provided is correct and that you are not subject to backup withholding. For non-U.S. person(s), documentation, including a W-8 form, is required. If you have questions regarding your tax status, ask your tax advisor or legal counsel.

2.3 Credit Report

You authorize us to request and obtain a credit report(s) about you from one or more credit reporting agencies for our review of your Account application, for periodically reviewing your Account or for any other legitimate business purpose.

3. AGREEMENT AND DEFINITIONS

SECTION SUMMARY

Some terms used in a legal agreement can be confusing. We believe it's important you understand them so you are better aware of your rights, responsibilities and limitations in regard to your Account. This section defines some of the terms used in this Agreement. If there are words or concepts you don't understand, please talk with your Associated Banker.

3.1 Your Accounts at Associated Bank are governed by the provisions set forth in this Deposit Account Agreement ("Agreement"), by additional terms and conditions expressed in any other applicable documentation governing the Account, and by applicable clearinghouse rules, state laws, federal laws and regulations (in each case to the extent that such have not been varied by this Agreement). "State laws" refers to the laws of the state where you reside if in Wisconsin, Illinois or Minnesota. If you reside outside one of these three states or opened an Account online, "state law" refers to Wisconsin law (in each case, without regard to state conflicts of law principles).

3.2 You should read this entire Agreement carefully.

3.3 The Bank has internal policies and procedures that are only for our own purposes. Such policies and procedures do not impose on the Bank a higher or different standard of care than would otherwise apply by law or as is set forth in this Agreement absent such policies or procedures.

3.4 By opening an Account with us, you agree to be bound by the terms of this Agreement and any amendments hereto. Use of the Account binds you to the terms and conditions of this Agreement.

3.5 When used herein, the words "customer," "you," "your" and "yours" refer to the Account holder(s) and anyone else with the authority to deposit, withdraw or exercise control over the funds in the Account, including your representatives, successors, heirs and assigns. "We," "us," "our," "the Bank" and "Associated" refer to Associated Bank, N.A.

3.6 "Account" means the checking, savings, money market savings, certificate of deposit or any other deposit account you have opened with us or about which you have inquired. "Account" also includes any deposit Account that is opened in conjunction with a Health Savings Account (HSA), Coverdell Education Savings Account (CESA) or Individual Retirement Account (IRA) plan. HSAs, CESAs and IRAs are

also governed by applicable plan agreements and other plan documents, which you should refer to for program details and requirements.

3.7 “Business Day” means Monday through Friday, during business hours and excluding federal holidays.

3.8 “Party” means a person who, by the terms of an Account, has a present right, subject to request, to payment from the Account other than as an agent. A beneficiary of a POD Account is a party only after the Account becomes payable to them due to their surviving the original Account holders. A minor may be a party to an Account, subject to withdrawal restrictions of applicable state law. Unless the deposit Account documentation indicates otherwise, “party” includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party.

3.9 “Fee Schedule” means the Consumer Deposit Account Fee Schedule, the Business Account Fee Schedule or the Analyzed Account Fee Schedule, depending upon whether your Accounts are consumer or business Accounts, which are made a part of this Agreement and contain the fees and charges that apply to your Account, and any other fee schedule that may be in effect from time to time.

4. FORMS OF ACCOUNT OWNERSHIP AND GENERAL ACCOUNT CONCEPTS

SECTION SUMMARY

The following section provides information on Account ownership and survivorship options. When you open an Account with us, you have the option of naming another person who can transact business on your behalf and naming someone as the beneficiary of your Account in the event of your death. This section explains the options available to you. This section also discusses your responsibilities regarding changing owners and beneficiaries, keeping your Account active and closing your Account.



HELPFUL HINT FOR CONSUMERS

You should retain a copy of your Account documentation, including your Payable on Death designation and Power of Attorney designation, as applicable.

4.1 General

Certain terms and conditions of this Agreement may or may not apply, depending upon the ownership type and beneficiary designations, if any, associated with the Account. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine the payee(s). The ownership type of your Accounts is determined by you and is evidenced by designation of the form of ownership on your Account signature card. If you have questions on ownership or survivorship pertaining to Accounts, please consult with your attorney and financial advisor. Please retain a copy of the signature card and any beneficiary designation for your records. The types of ownership available for Accounts are:

4.2 Individual

An individual Account is an Account in the name of one person only, and, other than deposits to such Account, only that person, or someone properly authorized, may conduct activity on the Account regardless of who owns any funds in the Account. Upon the death of the individual Account owner, the funds will be released to the legal representative of the owner's estate or, if there is none, in accordance with applicable law.

4.3 Joint Tenants With Right of Survivorship

This Account is issued in the name of two or more persons. Each of you intends that, upon your death, the balance in the Account will belong to the survivor(s). Unless we agree to a different arrangement, any funds deposited in this type of Account are the joint property of everyone on the deposit Account documentation. We will process a garnishment, levy or other legal claim against the joint Account even if such legal process is issued in the name of only one owner. We will not determine ownership of the funds. If you believe the funds should not be subject to the legal process, it is your responsibility to challenge it in the appropriate forum. The funds may be paid to, or at the direction of, any one of the Account holders. Each of you may make deposits and withdrawals and give notices and instructions concerning the Account with the full authority of the other, including, but not limited to, the authority to withdraw all funds and close the Account. For items payable to one or more of you, we may, but are under no obligation to, cash, deposit to the Account, or deposit to any other Account, with the single endorsement of any one of you. Upon the death of any of you, the Account becomes the property of the surviving depositor(s). If two or more of you survive, you will own the balance in the Account as joint tenants with right of survivorship. Upon the death of any owner, the survivor(s) agrees to notify us at once. In case of a dispute between the Account holders regarding the Account, the funds in the Account may be frozen and all owners may be required to sign for future withdrawals. We may, but are under no obligation to, freeze the Account pursuant to the verbal instructions of one of you. See section 4.16 of this Agreement regarding a joint Account holder's ability to name an agent with powers to transact on the joint Account. Each of you agrees to hold us harmless for any action of the other

concerning the Account, and agrees to pay all damages, charges and fees resulting from returned items due to a freeze on the Account.

4.4 Payable on Death (POD)



HELPFUL HINT FOR CONSUMERS

Designating a POD beneficiary is an excellent way of facilitating quick distribution of the money in an Account in the event of the death of the last Account holder. It may help you to avoid probate. If you have questions on POD arrangements and/or probate, consult with your attorney. To set up a POD beneficiary on your Account, ask your Associated Banker for the proper forms. The number of POD beneficiaries on an Account may help to increase FDIC deposit insurance coverage. See your Associated Banker for details.

As an Individual Account owner or joint tenants, you may designate POD beneficiaries. Beneficiaries have no ownership in the Account until all Account holder(s) are deceased. Beneficiaries must be living to claim an interest in the funds. If more than one POD beneficiary is designated, the funds belong to the surviving POD beneficiary(ies) equally, unless otherwise set forth on any applicable POD beneficiary designation form, with no right of survivorship. This means, for example, that where two POD beneficiaries survive the original Account holder, but one of the POD beneficiaries dies thereafter, the funds will be paid equally to the living POD beneficiary and to the estate of the deceased POD beneficiary. The person(s) creating this designation reserves the right to: (1) change the POD beneficiary(ies), (2) change Account type and (3) withdraw all or part of the deposit at any time, upon written notice to the Bank and in accordance with any applicable withdrawal restrictions. Signatures of all Account holders are required to add, change or remove POD beneficiaries from the Account. See section 4.16 of this Agreement concerning an agent's authority to designate or change POD beneficiaries.

4.5 No Survival Requirement

No joint tenant, POD beneficiary or any other Account beneficiary is required to survive the deceased Account holder by any period in order for ownership of the Account to transfer pursuant to the Account terms.

4.6 Fiduciary

Any funds credited to this type of Account are controlled according to a formal written agreement or as established by a court. The Account shall be established as Administrator, Conservator, Guardian, Personal Representative, Trustee or other fiduciary capacity for the legal purpose identified in the

underlying fiduciary documents. The terms of any Agency Agreement, Trust Agreement, Court Order or other document by which the Account is opened will govern the Account, and the Bank has the right to review such document and maintain a copy in its files.

4.7 Uniform Transfers/Gifts to Minors Act Accounts

An Account belonging to a minor may be established in the name of an adult as "Custodian for a Minor Under the (appropriate state's) Uniform Transfers/Gifts to Minors Act." The custodian of such Account may be, but need not be, the donor. The custodian must abide by the law by notifying us in writing immediately upon the death of the minor or at the time the minor attains the age of majority. After notifying us of either of these events, the custodian's authority over the Account continues only to the extent allowed by law. Before we receive such notice, we may honor any checks, drafts or withdrawal requests written on the Account without incurring any liability to the minor or to any third party. The custodian will be liable to us for any loss or expense we incur because of failure to give prompt notice. Funds in the Account belong irrevocably to the minor. Only one custodian is allowed per Account, but a successor custodian should be designated in case of the death or incompetence of the original custodian.

4.8 Minor as a Party on the Account

In consideration of the Bank allowing a minor to be a party to the Account, the parties of legal age agree to indemnify and hold the Bank harmless from any loss or damages incurred through the minor's use of the Account.

4.9 IRAs, HSAs and CESAs

The Bank offers a variety of products for IRA, Roth IRA, HSA and CESA plans. Please consult a professional tax specialist for IRS rules governing HSAs, CESAs and IRAs (including differences between Traditional IRA and Roth IRA tax treatment and potential IRS penalties on funds withdrawn from such plans).

4.10 Business Use of Personal Accounts

You agree not to use your personal Accounts for business purposes. The Bank reserves the right to convert a personal Account to a business Account when the Account is being used for business purposes. Examples include when the printed checks for the Account include a "doing business as" (d/b/a) designation or when the deposit being made to the Account includes credit card drafts and/or checks made payable to a business. You will receive a notice regarding a conversion of your personal Account to a business Account. At the time of conversion, all applicable maintenance fees, service fees and restrictions of the business Account will apply.

4.11 Organization Account

We require a separate authorization form designating the person(s) authorized to make, and conditions required for, withdrawals, from any Account in the name of a legal entity. We will honor such authorization according to the terms until

we receive written notice that it is amended or terminated by the governing body of such organization.

4.12 Internet Gambling

Federal regulations prohibit the use of bank accounts in association with illegal Internet gambling. Businesses involved in Internet gambling must inform us at the time you open your Account. This section explains this in more detail. You agree to inform us if you or your organization is an Internet gambling business (as defined in Regulation GG, 12 CFR Part 233) or if you process transactions for an Internet gambling business. Unless you notify us in writing at Account opening that you or your organization is an Internet gambling business, you certify that you or your organization does not engage in an Internet gambling business. You agree to notify us in writing if you or your organization becomes an Internet gambling business. You agree not to use your Accounts in a way that involves “restricted transactions” (as defined in Regulation GG, 12 CFR Part 233) pertaining to unlawful Internet gambling. Restricted transactions are prohibited from being processed through your Account.

The Bank reserves the right, but does not have the obligation, to prohibit and/or reject transactions involving Internet gambling.

4.13 Other Types of Ownership

We may establish Accounts with other types of ownership if it is legally appropriate and desirable to do so. If you have questions regarding special ownership arrangements, please inquire at one of our offices. Even if we allow you to open an Account with another type of ownership, you should consult with your attorney to determine whether the ownership type is appropriate.

4.14 Sub-Accounts

The Bank may create a separate savings Sub-Account, in your name, for each interest-bearing and non-interest Account you maintain. This may result in a periodic allocation of funds between your Accounts and your savings Sub-Account. No action is required on your part. The Sub-Account will not affect bank statements, balance, interest, FDIC insurance or any other features of your deposit(s). The Sub-Accounts are subject to the same terms as the Accounts described herein.

4.15 Account Availability

Not all Accounts may be available at your banking office. Check with your Associated Banker for current offerings. Not all products and services are available in all geographic areas, and the rates, terms and fees of such products and services may vary by geographic region. For your convenience, most routine transactions on your Accounts can be conducted at any branch office of the Bank. To provide these services to you, your Account information will be accessible at all banking offices.

4.16 Agent



HELPFUL HINT FOR CONSUMERS

Designating one or more persons to have authority to transact business on your Account may be beneficial to you. Before you make such a designation, be sure you understand what your agent may or may not do with regard to your Account. Generally, this may be an advantage to you if you become incapacitated, or, as a small business, you want someone else to be able to make deposits, withdrawals and transfers. This section describes the possibilities and limitations of this option.

Subject to compliance with our procedures, you may designate one or more agents with such authority to act with respect to your Accounts (including joint Accounts) as is authorized in the form designating the agent. Before allowing your agent to transact on a joint Account, the Bank may (but is not required to) require all joint Account holders on the Account to agree to allow such agent to be added on the Account or transact on such Account. Any designation of agent shall be executed in a form approved by us and shall be deemed an agency relationship. The instrument creating the agency relationship, whether it be a power of attorney or other document, should clearly set forth the authority granted to the agent. Since testamentary powers, such as designating beneficiaries, are not implied powers of an agent, we will not permit an agent to designate, remove or change POD beneficiaries unless we determine that the document establishing the agency clearly authorizes the agent to do so. In addition, the agent will not be permitted to designate himself or herself as a POD beneficiary unless we determine that the document establishing the agency clearly authorizes the agent to exercise agency powers for the agent’s benefit. Any person having a Power of Attorney (POA) or agent relationship to an Account may not change the ownership of an Account unless “gift giving” powers or the power to change Account ownership are specifically stated in the Power of Attorney documents. The Bank may refuse to follow the directions of the agent with respect to the Account if the Bank determines, in its sole discretion, that the instrument creating the agency is invalid, ineffective, incomplete or does not clearly or adequately authorize the agent to act as requested. To help protect you, you agree that the Bank may require your agent to provide current government-issued identification and other identifying information (e.g., agent’s Social Security Number) before allowing the agent to be added to your Account or transact on your behalf. By adding an agent to your Account, you agree to hold the Bank harmless from any and all acts of the agent with respect to the Account and from the Bank’s good-faith exercise of its discretion as to whether to accept or not accept directions from the agent.

4.17 Death or Incompetence

You agree to notify the Bank of the death of the other(s) and to reimburse the Bank for any tax it may be required to pay on the owner's Account under applicable state and federal laws. At the time of your death or adjudication of incompetence, the Bank has the authority to accept, pay or collect items until the Bank knows of the fact of death or an adjudication of incompetence (by court order) and has a reasonable opportunity to act on it. Even with knowledge, the Bank may, for 10 days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the Account.

4.18 Transfer of Ownership

Except as otherwise provided by law, the ownership of an Account may be transferred or assigned to another party only with the Bank's written consent. Even if we consent, we may require that you close the Account and that the new Account owner open a new Account in their name. Such transfers may occur only in accordance with applicable rules and regulations that allow transfers in certain limited circumstances, such as death, incompetence, marriage, divorce, garnishment or levy.

4.19 Adverse Claims

If a dispute arises over Account ownership or any person's authority to give us instructions concerning your Account, we may require the signatures of all authorized signers on any transaction documents and other instruments. Whether the dispute involves authorized signers, Account holders or third parties claiming interest or right in the Account, we may also freeze the Account until we receive evidence satisfactory to us that the dispute has been resolved. If we do so, we may stamp checks presented for payment "Refer to Maker" (or similar language) and return them, without liability for such return. We may, however, without liability to us, continue to honor checks and other instructions given to us by the individuals who appear as authorized signers according to our records. We may notify any and/or all signers, payees, beneficiaries and other persons claiming an interest in the Account of the dispute without liability to you.

4.20 Account Changes

Any change made to an Account is not effective until the change has been entered into the Bank's Account information system, even though all necessary documentation to effect the change has been executed and provided to the Bank. You agree to verify that the change is effective prior to acting or failing to act in reliance on the change and agree to hold the Bank harmless for any such reliance in the absence of verification.

4.21 Special Instructions From You to Us

Should your instructions or orders concerning your Account expose us to legal liability, we may require that you provide a satisfactory indemnity prior to following your instructions.

5. DEPOSITS AND WITHDRAWALS

SECTION SUMMARY

Some of the processes we use for posting deposits to and withdrawals from your Account can affect your ability to access your money. This section describes some of these processes and explains your responsibilities and liabilities as a result of transactions and any related actions taken on your Account.

5.1 Deposits, Generally

5.1.1 We are not responsible for transactions initiated by mail, lobby drop boxes or outside depositories, and such will not constitute deposits until actually recorded by us. All transactions received after the office cutoff time or received on a non-Business Day will be treated and recorded as if received on the next Business Day. Cutoff times may vary by location. Please contact your local banking office for specific cutoff times.

5.1.2 The Bank is authorized to accept checks or other instruments for credit to your Accounts, whether they are payable to one or more of the Account holders, and to supply any needed endorsement. The Bank is relieved of any liability in connection with collection of all items that are properly handled by the Bank and shall not be liable for acts of its agents, subagents or others or for any loss.

5.1.3 Should a problem develop in collecting a check or item deposited in or cashed against your Accounts, you are responsible for any fees or charges we may incur when trying to obtain payment for you. We may refuse to accept deposits, limit the amount of deposits accepted and/or return some or all of a deposit by giving you notice either personally or by mail. Should your deposited or cashed check become lost in the collection process, we will not be liable and may deduct the amount of the lost check from your Account. You agree to replace any item lost in the collection process. Except as otherwise set forth in this Agreement, all deposits, collections and transactions between you and us shall be governed by the applicable state Uniform Commercial Code, as modified by the bylaws and rules of any clearinghouse association of which we are a member, and our Funds Availability Policy, set forth in Section 11 of this Agreement.

Unless we agree in writing with you, you may not deposit with us a document that you created from an image or electronic record of an original paper check.

5.1.4 Some of our banking offices do not have coin sorting machines. For coin deposits above \$10, please inquire for banking offices offering coin sorting services. In addition to other limitations contained elsewhere in this Agreement, for

security and other purposes, the Bank reserves the right to limit the amount of funds that may be withdrawn from your Account in cash. If you have someone make cash deposits or withdrawals on your behalf, we may require identifying information from such person in order to satisfy government reporting requirements.

5.2 Direct Deposits

If, in connection with a direct deposit plan, we deposit any amount in your Account that should have been returned to the federal government, or any other party(ies) with whom you have other agreement(s), for any reason, we may deduct the amount of our liability to the federal government, or other party(ies), from your Account or from any other Account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

5.3 Returned Items



HELPFUL HINT

You are responsible for deposits made to your Account. For example, if you deposit a check that is returned or not paid for any reason, or if an electronic deposit is reversed for any reason and you use the funds from the deposit, you are responsible for the amount of the check or electronic deposit. If this is a concern, you may want to consider overdraft protection, such as an overdraft line of credit. Please talk with your Associated Banker to learn more.

5.3.1 If a check or other item that we cash for you or that you deposit to your Account is returned to us as unpaid for any reason, or if the check is drawn on us and we refuse to pay it for any reason, we may charge your Account for the amount of the check or other item. This may include, among other circumstances, checks that are returned because the drawer of the check had insufficient funds in his or her Account and checks that were paid originally and later are returned to us accompanied by an affidavit that states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your Accounts for the amount in full reliance upon the truth of such an affidavit. We may also charge back any amount of accrued or paid interest related to the returned check.

5.3.2 You agree that any item you deposit that is returned due to a missing endorsement may be re-processed by us at our discretion and without notice to you if the form of endorsement required may be supplied by us. We may re-present a returned check for payment by the financial institution upon which it is drawn, but we are not required to do so. If we choose to re-present the check, we may do

so without telling you the check was not paid or that we are presenting it again. We may charge a fee for each deposited or cashed check re-presented and/or charged back to your Account.

5.3.3 We may, at our option, notify you, by telephone or in writing, if a check has been returned unpaid. If you authorize us to redeposit the check on your behalf, you waive any right to receive a written notice if it is returned unpaid again for any reason. In any event, if we provide you written notice within five days that a check has been returned unpaid, you agree our notice is timely. We reserve the right to reverse accrued interest or interest credits with respect to any item that is deposited and subsequently reversed or charged back.

5.4 Funds Transfers

You authorize us to initiate automated credit entries to the Accounts and to initiate, if necessary, debit entries and adjustments for any credit entries made in error to the Accounts. With respect to such entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and applicable state Automated Clearinghouse Association (“ACH Rules”). Automated credit entries made to the Accounts are provisional under the ACH Rules until we have received final settlement or otherwise have received payment, and we are entitled to a refund of the amount credited to any Account if such settlement or payment is not received by us. Pursuant to the ACH Rules and Article 4A of the Uniform Commercial Code, you are hereby notified that the Bank will not notify you of the acceptance of a payment order to your Account, other than posting the payment order to your Account.

5.5 Withdrawals

We may refuse any withdrawal or transfer request that you attempt on forms not approved by us; by any method we do not specifically permit; that is greater in number than the frequency permitted; or that is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, activity in excess of applicable restrictions may be grounds for closing an Account or removing an Account’s transaction and check privileges. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the activity limitations. We may accept telephone, electronic or preauthorized orders from you to withdraw or transfer funds from your Accounts, and we may make such withdrawals or transfers pursuant to such instruction even if the withdrawals or transfers create overdrafts.

5.6 Wire Transfers

The Bank, at its sole discretion, may accept a phone-in wire transfer request from you even if there is no signed wire transfer agreement and authorization on file. In consideration of the Bank accepting such request, you agree to be bound by the terms and conditions of the Bank’s Occasional Wire Transfer Authorization Request (“Wire Transfer Agreement”).

5.7 Telephone Transfer Service

You can telephone to transfer available funds between your checking, statement savings and money market Accounts, subject to the withdrawal and transfer limits applicable on savings and money market Accounts. A telephone transfer of funds from this Account to another Account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing.

5.8 Withdrawal Limitations, All Accounts

You may make an unlimited number of in-person withdrawals (if funds are available) from your Account at any time except as set forth in this Section 5 of this Agreement. Withdrawals may be made from IRA or other Retirement Plans at any time by using nonnegotiable withdrawal forms designated for use with IRA/Retirement Plan Accounts. Such withdrawals may result in adverse tax consequences under IRS regulations and certificate of deposit penalties. We are required to report certain withdrawals from IRA or other Retirement Plans to the IRS.

5.9 Money Market and Statement Savings Accounts



HELPFUL HINT FOR CONSUMERS

Federal regulations limit the number of withdrawals you may make from your money market or savings Account (not your checking Account) to six per calendar month. Exceeding the limit may result in fees or your Account being closed, so you may want to track withdrawals carefully.

Due to Regulation D, no more than a total of six withdrawals from any one of your money market or statement savings Accounts, whether by check or preauthorized or automatic withdrawals or transfers (includes telephone transfers, transfers for prearranged overdraft protection, mobile banking and online banking), may be made in a calendar month for money market or statement savings Accounts not on a combined statement, or in a statement period for money market or statement savings Accounts on a combined statement. The monthly statement cycle shall consist of approximately 30 days. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the activity limitations. The Bank will charge you a service fee in an amount as determined from time to time by the Bank, for every check or withdrawal that is presented for payment in violation of this rule. Due to our policies, the Bank may impose an excess activity fee for each check transaction exceeding the above limits regardless of whether the check is made payable to you, to cash or to a third party. Upon continuing violation of this rule, the Bank will either close the Account or change it to a non-interest-bearing

checking or interest-bearing checking (provided you are eligible) Account. The Bank reserves the right to refuse debits to money market and statement savings Accounts.

5.10 Withdrawals From Certificates of Deposit



HELPFUL HINT FOR CONSUMERS

Certificates of Deposit (CDs) carry penalties if you withdraw your money before the maturity date. If this is a concern, you may want to consider multiple CDs with differing maturity dates to give you more access to your money without incurring penalties. Please talk with your Associated Banker to learn more.

You contract with the Bank to keep funds on deposit for the time period stated on your certificate receipt. You may not withdraw any part of the funds prior to the stated maturity without consent of the Bank, except on request after the death of a depositor or where a depositor has been judicially declared incompetent. If the Bank permits early withdrawal of funds from a certificate before maturity (except as stated within the terms of the certificate), the penalty for withdrawal will be imposed as shown in the Certificates of Deposit and Individual Retirement Accounts brochure or in specific disclosures presented at the time the Account was established or renewed. This penalty may invade the principal on deposit. The interest rate used to calculate the penalty shall be the interest rate paid on the certificate at the time of the withdrawal.

5.11 Special Provisions for Early Withdrawals on IRAs Funded by Certificates of Deposit Only

5.11.1 Standard early withdrawal penalties will apply when funds are withdrawn from an IRA for the following purposes:

- (1) Transfer or withdrawals of funds outside the Bank prior to the maturity of the investment, regardless of Account holder's age.
- (2) Upgrading of funds to a higher earnings rate within the Bank prior to maturity of the investment.

5.11.2 Standard withdrawal penalties will be waived only under the following conditions:

- (1) In the event of death, disability as defined in 26 USC 72(M)(7) or incompetence of the Account holder.
- (2) After the age of 59 1/2 for normal distributions only.

5.12 Withdrawal Notice

In accordance with federal regulations, the Bank reserves the right to require you to give seven days' written notice to withdraw or transfer all or part of the balance of a savings, negotiable order of withdrawal ("NOW") or money market Account. We will pay all withdrawals requested in accordance with applicable laws, rules and regulations and this Agreement

either by nonnegotiable withdrawal form or negotiable instrument. Although we usually pay withdrawals or checks on such Accounts without requiring advance notice, by honoring such withdrawal requests we are not waiving our right to require advance notice in the future.

5.13 Bank's Right to Pay and Signature Verification; Checks Bearing Notations/Restrictive Legends



HELPFUL HINT FOR CONSUMERS

To speed up our check processing and to reduce costs, we use an automated check processing system. Because of this, we generally do not manually validate signatures (e.g., compare signatures against a signature card or the number of required signatures on checks). If check-related fraud occurs, you could experience financial losses. To help reduce your risk, please review your statements thoroughly and quickly report issues to us. If you use facsimile signatures or mechanically reproduced signatures on checks, you are at greater risk of potential financial loss.

5.13.1 We use automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost, which benefits all customers. As such, our procedures do not provide for the sight examination of items, including verification of signatures, with a face amount below an amount specified by us from time to time, and you agree that we do not fail to exercise ordinary care in paying an item solely because we follow these procedures. Moreover, by establishing your Account with us, you agree that such practice is reasonable. In cases where we do visually inspect signatures, we will not be liable for our failure to detect forgeries done by facsimile machine or done so cleverly that no bank could reasonably be expected to detect them. We are authorized to act, without further inquiry, according to writings that bear your signature. For Accounts with a two-signatures-required notation on signature card(s), you understand and agree that we may treat the Account as requiring only one authorized signature for withdrawal, and we are not responsible for monitoring checks for the number of drawer-authorized signatures. For Accounts with a two-signatures-required notation on signature card(s), we may, but are not obligated to, return any check presented for payment containing only one drawer-authorized signature. By establishing and/or maintaining your Account with us, you agree that such practices are reasonable.

5.13.2 We may, at our sole discretion, refuse to honor any check bearing a facsimile signature (e.g., a signature made by stamp, plate, computer printer or other signature-writing machine). If you use a facsimile signature on your checks, even occasionally, you agree that you will be liable for any and all checks

presented for payment against your Account that bear facsimile signatures that are similar to the one employed by you. Further, you agree to indemnify and hold us harmless whether we honor or refuse any check presented that is signed with a facsimile signature that is similar to the one employed by you. The Bank may pay your checks even if it has received notice of an adverse claim to the Account. The Bank will, however, freeze funds and/or pay out funds pursuant to an appropriate court order, garnishment or levy. The Bank's determination of the balance in the Account may be made at any time between presentation and the Bank's midnight deadline, with only one review of the Account required. Your liability shall not be released by the Bank's certification of any item.

5.13.3 Unless you have made special arrangements with us, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void After 90 Days," "Without Recourse," "Paid in Full," "Void Over \$100"), whether on the front or back, in any form or format. We are not required to honor any restrictive legends on checks that you write unless we have agreed in writing to the restriction. Such notations shall have no effect on us, and you agree to assume all risks and losses resulting from our acceptance or payment of items that may not conform to the purportedly restrictive language. You agree to indemnify, defend and hold us harmless for our acceptance or payment of such items.

5.13.4 If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized.

5.14 Account Charges

5.14.1 You may be subject to certain charges in connection with the Accounts, including, but not limited to, check printing charges and those set forth in the Fee Schedule ("Account Charges"). These Account Charges may be changed from time to time by the Bank. The Bank is authorized to immediately debit your Accounts for these Account Charges.

5.14.2 You agree to reimburse us for any expenses we incur in connection with any attachment, garnishment, levy, subpoena, adverse claim (see Section 4.19 of this Agreement) or other legal process related to your Accounts. Such expenses include, without limitation, research, administrative and legal costs, and to the extent not prohibited by law, outside counsel and in-house counsel attorneys' fees. Any such expenses become immediately due and payable when incurred and may be charged to or setoff against your Accounts. Our right of setoff for the standard fees for processing legal documents accrues at the time we are served with such process. You agree that any and all amounts you owe to the Bank may be charged to your Account regardless of the source of the deposited funds, including, but not limited to, Social Security and veterans' benefits.

5.14.3 Automated Teller Machine (ATM)/Point of Sale (POS)

If the Bank has issued you a magnetically encoded card that provides electronic access to your Account, then all provisions of the Associated Bank MasterCard Debit Card/ATM Cardholder Agreement (“Debit Card Agreement”) shall apply in addition to the terms of this Agreement. ATM access may not be available in all market areas. You agree to pay fees associated with the use of an ATM or Debit Card, as disclosed in the Fee Schedule or Debit Card Agreement. Fees for ATM or Debit Card use or annual charges will be deducted from an Account.

5.15 Setoff Rights

To the extent not prohibited by law, we have the right to set off against all or any part of the balances in the Accounts, for any debt that any of you may owe us (without regard to the frequency or minimum amount limits). This right applies even if one or more of you with the right of withdrawal is not obligated to us on the debt and regardless of the source of the funds in the Account, including, but not limited to, Social Security and veterans’ benefits. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against the Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

5.16 Dormant Accounts

The Bank considers an Account dormant if no deposits or withdrawals are made, or if you do not write to us indicating an interest in an Account, for an extended period of time. Dormant Accounts are subject to applicable state Unclaimed Property Acts. We will attempt to contact you at the last address we have on our records prior to remitting any funds to the state (if your Account is considered abandoned under state definitions).

5.17 Closing Your Account

Either of us may decide to close your Account at any time, subject to the terms of this Agreement and the Account. Upon such closure, a final statement will be made for your Account at the time your next regular statement is due. All checks/debits presented to us after the Account is closed will be returned unpaid. Accounts with a zero balance may be closed automatically. Your savings Account may be closed if the Account balance falls below the minimum required balance.

5.17.1 The Bank reserves the right, in its sole discretion, to refuse to open an Account or to accept additional deposits for any existing Account. The Bank also reserves the right, in its sole discretion, to discontinue or limit the practice of allowing withdrawals by check. The Bank may also require you to withdraw the entire amount on deposit in any Account. The Bank may close an Account by mailing a notice to you at the address shown on the Bank’s records, together with a check for the balance in the Account, after deducting the applicable charges through the date of closing. Prior notice of the Account closing will be provided if required by law.

5.17.2 If we close your Account because of misuse, we may report this action to our account verification service. The information will include your identification and the date and reason we closed your Account. An Account closing does not release you of liability for outstanding checks and accrued fees or consequential damages for the Account being closed.

5.18 Interest and CD Renewal

SUMMARY

This section describes how interest is calculated on your Account. Your annual rate is subject to several factors that include, but are not limited to, the size of your Account and market fluctuations based on region. At the time you open your Account you will be told the interest rate you will receive; however, if your Account is a variable rate Account, the rate can change any time after Account opening without notice to you. Interest rates and annual percentage yields are published on the Associated Bank rate sheet, which is available at your Associated Bank office.

5.18.1 Interest

Interest-bearing Accounts will bear interest at annual rates that are calculated and compounded by such methods as we may establish from time to time. Rates may be dependent upon the balance in your Accounts. Current rate information is available by phone and at any of our banking offices. Interest rates and Annual Percentage Yields (APYs) may vary by market. Except, as required by law, we reserve the right to pay interest only on collected balances and only from the date of collection, not to pay interest on Accounts open for less than 90 days, and not to pay interest accrued but not credited at the time an Account closes. We will not pay interest on Accounts that do not meet eligibility requirements established by law. If your Account is a tiered-rate or stepped-rate Account, the Bank may pay the same interest rate on more than one tier. Interest will not be paid on deposited checks that are returned unpaid.

5.18.2 Interest-Bearing Checking, Savings and Money Market Accounts

Interest rates and Annual Percentage Yields (APYs) are published on the Associated Bank rate sheet, available at your Associated Bank office. Specific interest rate information on your Account will be provided prior to opening an interest-bearing Account. Interest rates and APYs on interest-bearing checking, savings and money market Accounts are variable and may change at our discretion. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the collected principal balance in the Account each day. Interest is compounded and credited based on a 365/366-day year. Interest begins to accrue no later than the

Business Day we receive credit for the deposit of noncash items (e.g., checks). Fees applied to your Account may affect your earnings.

5.18.3 Certificates of Deposit (CD)

Certificate of Deposit (CD) Interest Rates and Annual Percentage Yields (APYs) paid on these Accounts may vary depending on the opening or renewing balance. Interest rates and APYs are published on the Associated Bank rate sheet, available at your Associated Bank office. Published interest rates and APYs may change at any time and may vary by market. You will be provided with interest rate and APY information prior to opening your Account. You may refer to your investment certificate receipt for the interest rate and APY on your Account upon opening. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal balance in the Account each day. Interest is compounded and credited based on a 365/366-day year. Interest begins to accrue on the Business Day you make a deposit, including any noncash items (e.g., checks). The APY assumes interest will remain on deposit until maturity. Any withdrawals will reduce earnings. Interest paid during the term of the CD may be withdrawn at any time without penalty. However, if the CD has been automatically renewed, interest paid during a previous term will be considered part of the principal balance and cannot be withdrawn without incurring a penalty.

5.18.4 Maturing and Renewing Certificates of Deposit

Automatically renewing certificates will renew on the maturity date at the prevailing rate of interest being paid on such deposits at the time of renewal for successive periods equal to the original term, unless otherwise disclosed at opening or with your renewal notice. The Bank may refuse to renew the deposit or change the renewal terms by providing you with advance notice of nonrenewal or change prior to the maturity date.

5.19 IRS Reporting for Consumer Accounts

5.19.1 When Accounts earn \$10 or more of interest in a year, or if backup withholding is imposed, we will report the interest paid and the amount withheld to the IRS. We may also choose to report amounts to the IRS that are less than \$10. We will send you a copy of the information reported to the IRS. Interest is reported for the primary Account holder for each Account. If you are not a citizen or resident of the United States, you must provide a certification of your status on a form we will provide to you. IRS regulations require us to report the value of certain gifts you may receive in conjunction with your Account. You are responsible for any tax liability for these items. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

5.19.2 If you request us to change the reporting TIN on an Account, you understand and agree that any interest earned and similar pertaining to the Account for the entire calendar year may be reported using the updated TIN.

6. CHECKS AND ACCOUNT STATEMENTS

SECTION SUMMARY

This section describes the stop payment process for checks, check-cashing guidelines, and miscellaneous check concepts, such as postdated checks.

6.1 Check Cashing

SUMMARY

Check cashing is a convenience we offer our customers. However, because of the inherent risks of fraud, we have established specific guidelines. This section describes those guidelines.

We are pleased to provide check-cashing services to customers. For your protection and ours, we offer this service using the following guidelines:

- 6.1.1** It may be necessary to show identification when cashing a check.
- 6.1.2** We may require you to be a current customer of Associated Bank.
- 6.1.3** All checks drawn outside of the United States may be sent for collection.
- 6.1.4** We may require your endorsement on bearer instruments, such as those made to “cash” or endorsed by the payee in blank.
- 6.1.5** We reserve the right to impose a service fee for cashing checks drawn by the customer if the person cashing the check is not a customer of the Bank. In addition, the cashing of checks for non-customers is at our sole discretion.
- 6.1.6** If the check is not drawn “on-us,” we reserve the right to not cash the check.

6.2 Check Safekeeping/Copies



HELPFUL HINT FOR CONSUMERS

We generally keep your original checks or legible copies for a period of time. You also have access to digital copies of checks in online banking.

Checking Accounts offered by Associated Bank include check safekeeping service. With this service, checks and other items drawn on your Account are not returned with your monthly statement. We may destroy the original items and use reasonable care to maintain legible copies. Copies are available to you for a fee. Our responsibility for furnishing copies of items is limited to those that are available and legible on microfilm or other media.

6.3 Combined Statements

If your savings and/or money market Accounts are added to a combined statement, the service charge period will be changed to match the primary Account for that combined statement. Interest (if applicable) will post at the frequency originally disclosed, based on the cycle date of the lead Account. For your convenience and to help the environment, if you have more than one Account at Associated Bank, the Bank has the right to combine your Accounts on one statement. To further help the environment, you can sign up for electronic statements in online banking.

6.4 Cashier's Checks

If you are the purchaser, remitter or payee of an Associated cashier's check or official check that is lost, stolen or destroyed, we will ask you to provide us with a signed indemnity agreement, and we may require that you post a bond for the amount of the check, before we will cancel the lost, stolen or destroyed check and issue a replacement. At our option, we may wait to repay the amount of the check until the 90th day after it was originally issued. If the check is properly presented before the 90-day period expires, regardless of whether you have provided us with a signed indemnity agreement, we may pay the check.

6.5 Stale Checks and Postdated Checks

6.5.1 The Bank may pay a postdated check upon receipt regardless of whether payment is made prior to the check date, unless you notify the Bank verbally or in writing in time to stop the item from being paid. If you provide such notification, the provisions of these Account rules relating to stop payment orders will apply to the postdated check.

6.5.2 The Bank has the option to either pay or dishonor a check more than six months old without prior notice to the depositor. We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after the date of the check. If you do not want us to pay a stale dated check, you must place a stop payment order on the check. The provisions of these Account rules relating to stop payment orders set forth in Section 6.6 of this Agreement will apply to such stale dated checks.

6.6 Stop Payment Orders

SUMMARY

This section explains how to place a stop payment order, including the information you must provide us. It also details how stop payment orders are handled.



HELPFUL HINT FOR CONSUMERS

If you need to place a stop payment on a check, contact us as soon as possible.

6.6.1 You must make any stop payment order according to the Bank's policy by the established cutoff time. Stop payment orders received after the Bank's cutoff time will be deemed received at the opening of business on the next Business Day. Even if notice is received prior to the cutoff time, we have a reasonable amount of time after receipt of such notice to process the stop payment order, and it will not be effective until processed. Stop payment orders, including the renewal of a stop payment order, may be given verbally, including by telephone, or in writing. Stop payment orders may also be given via email through the "Contact Us" procedure at AssociatedBank.com or through online banking. Stop payment orders provided via email require the same information and are processed at the same time and in the same manner as stop payment orders received through other permitted means.

6.6.2 To be effective, your stop payment order must precisely identify the number, date and amount of the item, and the payee. We will charge your Account in connection with stop payment orders in accordance with our current Fee Schedule that applies to your Account type. You agree to be responsible for all expenses, costs, and attorney fees incurred by us as a result of our refusal to pay the item. You further agree to reimburse us on demand for such expenses, costs, and attorney fees, as well as for any unpaid fees or charges resulting from your stop payment order. If we pay the check despite your timely stop payment order, the payment will stand unless you show us the check was unenforceable.

6.6.3 If we re-credit your Account after paying a check over a valid and timely stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holder of the check and to assist us in legal action taken against that person. We will not be liable to you if we make a payment contrary to your stop payment order through inadvertence, accident or oversight. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

6.6.4 We are not obligated to honor a stop payment order beyond nine months. You should renew your stop payment order prior to expiration of said period, if you desire to have it continued. However, we may, at our sole discretion, continue to honor the stop payment order after nine months if you have not revoked it. We treat each renewal as a new stop payment order. If the item is presented for payment during the period a stop payment order is effective, we make every effort to return the item, provided the stop payment order is accurate and complete. We may pay your item after your order has expired, even though the item is more than nine months old. Your notice to us to revoke a stop payment order shall be provided to us in any manner by which a stop payment order may be placed. As with stop payment orders, we must have reasonable time and opportunity to act on the revocation.



HELPFUL HINT FOR CONSUMERS

To stop a preauthorized ACH payment you have created, such as one to your cable provider or utility company, notify us at least three Business Days in advance of the posted payment date. If you would like to permanently revoke the ACH, notify both the payee and us at least three Business Days in advance of the scheduled payment.

6.6.5 Once an item has been returned pursuant to your stop payment order, such order cannot be revoked and the item cannot be re-presented for payment. To stop a preauthorized payment (ACH), contact us at least three Business Days prior to the scheduled payment. Please provide us with the name of the payee, the exact dollar amount to be stopped, and the approximate day it will be deducted. Specify if this is a one-time stop payment and if the next payment should be made as usual.

6.6.6 To revoke a preauthorized payment (ACH) permanently: You must notify the payee/company at least three Business Days in advance that you wish to have the payment authority revoked. Also, contact us at least three Business Days before the payment and include a copy of the revocation. Your notice to us must include the exact amount of the payment, the payee's name and the scheduled payment dates. We will stop all future debits from your Accounts to that payee/company unless you notify us in writing to resume payments from your Account. If you have more than one preauthorized debit to the same payee/company and wish to continue those other debits, you must clearly identify in writing the payments that are to continue.

6.6.7 If the Bank is the originator of the debit, please refer to the "Electronic Banking Network Disclosures" in Section 12 of this Agreement. We will honor a stop payment request or release by a person who has the right to withdraw from the Account. Ordinarily, any authorized signer may revoke a stop

payment order, but we may elect to require the revocation to be given by the same person who issued the stop payment order.

6.7 Cutoff Hour for Legal Process and Stop Payments

As authorized by applicable state Uniform Commercial Codes, we have established a cutoff hour for the purpose of receipt of legal process and of stop payment orders of 10 a.m. local time, at the place of receipt, on normal Business Days.

6.8 Check Quality

For Account security processing quality, you agree to use the forms and check stock approved by the Bank. The Bank reserves the right to not process forms and check stock due to unacceptable processing quality. If you or a third party prints your checks, the Bank shall have no liability to you if the Bank is unable to process such checks by automated means. In addition, the Bank may prohibit the use of any check stock, or photographs on photo Debit Cards, that the Bank, in its sole discretion, determines to be an infringement on intellectual property of others, offensive or inappropriate.

7. SUBSTITUTE CHECKS

SECTION SUMMARY

A federal law, known as Check 21, enables banks to electronically transfer check images instead of physically transferring paper checks. This section explains your rights under this law as they relate to these substitute checks. (Please note: The check images you see in your online banking account are NOT substitute checks.)

7.1 Substitute Checks and Your Rights

What is a substitute check? To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks, with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check." You can use it the same way you would use the original check. You may use a substitute check as proof of payment, just like the original check. Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

7.2 Your Rights Regarding Substitute Checks

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (e.g., if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (e.g., overdraft fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within 10 Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

7.3 How to Make a Claim for a Refund

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at 800-236-8866. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

7.4 What to Include in Your Claim:

7.4.1 A description of why you have suffered a loss (e.g., you think the amount withdrawn was incorrect);

7.4.2 An estimate of the amount of your loss;

7.4.3 An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

7.4.4 A copy of the substitute check and/or the following information to help us identify the substitute check: the date the check was paid, the amount of the check, check number and name of person to whom you wrote the check.

8. CLAIMS OF UNAUTHORIZED TRANSACTIONS AND RELATED TOPICS

SECTION SUMMARY

This section describes what you should do if your checks are stolen or you suspect fraud on your Account. You are responsible for actively monitoring and protecting your Account against theft and fraud. This includes regularly monitoring your Accounts through your monthly statements, online banking and mobile services. If you suspect any unauthorized transactions on your Account, notify us immediately. If you fail to do so within the specified time frames, you are at risk for incurring a portion of, or the entire loss.

8.1 Unauthorized Endorsement

If you are notified concerning an alleged unauthorized or forged endorsement on an item drawn on your Account, or that the payee did not otherwise receive the funds re-presented by said item, you agree to notify us immediately. If you fail to notify us within 30 days of your receiving such notice and such failure results in our inability to recover on the item, we will not be liable to you. You further agree to cooperate with our investigation and to provide us with any information we require as part of our investigation. Such information may include an affidavit from the payee regarding the allegations. We will not be obligated to reimburse anyone for the item or credit your Account until our investigation is concluded and we have determined such reimbursement or credit is appropriate. If appropriate, we may require the payee to pursue recovery directly against the depository bank. If you reimburse the payee prior to the conclusion of our investigation and we determine that you were not legally obligated to do so, we will not be liable to you for the item.

8.2 Customer's Examination Responsibility

8.2.1 You must examine your statement of Account and report any unauthorized signatures, alterations, other unauthorized transactions or errors, along with the relevant facts surrounding the same (see "Claim of Loss," Section 8.3 of this Agreement) within the time period as hereinafter set forth. Even if timely reported, you may have to bear the loss or share the loss with us if your lack of ordinary care substantially contributed to the loss. In addition to the items identified in the applicable statement of Account, the loss may include other items with unauthorized signatures or alterations related to the same wrongdoer.

8.2.2 The time you have to examine your statement of Account and report to us will depend on the circumstances but will not, in any circumstance, exceed a total of 14 days from when the statement of Account is first sent or made available to you. If you fail to report any unauthorized signatures, alterations, other unauthorized transactions or errors in your Account within 14 days of when we first send or make the statement of Account available, you cannot assert a claim against us on any items in that statement of Account, and the loss will be entirely yours. This 14-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statement, it is your obligation to notify the Bank. For electronic transactions on consumer Accounts subject to Regulation E, 12 CFR Part 205, see the Electronic Banking Network Disclosure, Section 12, for error resolution time frames and provisions.

8.2.3 If you are a Business Customer, for certain unauthorized ACH transactions posted to your Account, you shall have until 2 p.m. of the Business Day after the item was posted to notify us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating bank and the originating company.

8.2.4. The Bank offers a variety of fraud detection and deterrence products for Business Customers (e.g., Positive Pay, ACH Blocks and Filters). While no product is completely effective, the Bank believes that such products reduce the likelihood that certain types of unauthorized items will be paid out of your business Account and reduce the likelihood of your bearing losses from such unauthorized activity.

8.3 Claim of Loss

8.3.1 You must notify us immediately whenever you become aware that any of your checks are lost or stolen or of any unauthorized use of your Account. If you fail to immediately notify the Bank of such situations, it could prejudice the Bank's ability to prevent a loss, which may result in your being solely liable for the loss.

8.3.2 If you claim a credit or refund because of forgery, alteration or any unauthorized activity, you must cooperate with us in the investigation of the loss, including giving us an affidavit containing statements that will enable us to pursue legal prosecution to prevent or recover any loss. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss.

8.3.3 You must pursue all rights you may have under any insurance coverage you maintain and provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles. Our liability is reduced by the amount of all insurance proceeds you receive or are entitled to receive. At our request, you agree to assign to us your rights under your insurance policy.

8.3.4 We may require that you notify law enforcement authorities and aid in the investigation and prosecution of any criminal act related to your Account. We may deny a claim of monetary loss due to forged, altered or unauthorized checks if you did not maintain proper control over your Account. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses we may incur.

9. DISPUTE RESOLUTION

SECTION SUMMARY

Should you have any disputes regarding your Account, we are committed to resolving them quickly. This section explains our process for handling disputes.

9.1 Agreement to Arbitrate

Section 9 applies to your personal and non-business Accounts only. **Please read this provision carefully. It affects your rights and will have a substantial impact on how legal claims concerning your Account or any aspect of your relationship with the Bank are resolved.**

9.2 Overview

9.2.1 Most customer concerns can be resolved quickly and to the customer's satisfaction by calling us. In the unlikely event that we are unable to resolve any Claims (as defined below) you may have to your satisfaction (or if we have not been able to resolve a Claim it has with you after attempting to do so) after following the procedures set forth in this provision, we each agree to resolve those Claims through binding arbitration or small claims court instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. **Any arbitration under this Agreement will take place on an individual basis; class arbitrations, class actions, private attorney general actions, and non-individualized injunctive relief are not permitted. By agreeing to arbitrate, both parties are waiving the right to a trial by jury or before a judge.** For any non-frivolous Claim you file with a value of \$75,000 or less, we will pay the filing, administration and arbitrator fees charged by the American Arbitration Association (AAA) in connection with the arbitration. Moreover, in arbitration you are entitled to recover attorney's fees from us to at least the same extent as you would be in court.

9.2.2 In addition, under certain circumstances (as explained below), we will pay you more than the amount of the arbitrator's award and will pay your reasonable attorney's fees even when you would not be entitled to recover such fees under applicable law in a court proceeding.

9.3 Special Definition of Certain Terms

For purposes of this Agreement to Arbitrate only, references to “you,” “we,” “our,” and “us” in this Agreement to Arbitrate include our respective parent companies, subsidiaries, affiliates, agents, employees, officers, directors, predecessors in interest, successors and assigns, as well as all authorized or unauthorized Account owners, custodians, users or beneficiaries of Accounts under this Agreement or prior agreements between us, as applicable.

9.4 Claims Subject to Arbitration

9.4.1 We and you agree to arbitrate all disputes or claims between us arising out of or relating to your Account or this Agreement (“Claims”). This Agreement to Arbitrate is intended to be broadly interpreted. Claims include, but are not limited to:

- (1) Claims arising out of or relating to your Account, this Agreement or any transactions arising under this Agreement, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- (2) Claims that arose before the effective date of this Agreement or any prior deposit account agreement (including, but not limited to, claims relating to advertising, promotions, or disclosures); and
- (3) Claims that may arise after the termination of this Agreement.

9.4.2 This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., governs the interpretation and enforcement of this provision. This Agreement to Arbitrate shall survive the closing of your Account and/or the termination of this Agreement.

9.5 Notice of Dispute and Arbitration Procedures

9.5.1 A party who intends to pursue a Claim must first send to the other a letter describing the Claim (a “Notice of Dispute”). Any Notice of Dispute sent to us should be addressed to:

Associated Bank
Customer Care Center
1305 Main Street
MS 7722
Stevens Point, WI 54481

Any Notice of Dispute sent to you by us shall be sent to the address in our records that is associated with your Account at the time the Notice of Dispute is sent. The Notice of Dispute must (a) describe the nature and basis of the Claim; (b) propose the specific relief sought; (c) state the name and address of the claimant; and (d) include the Account number to which the Claim relates. If we and you do not reach an agreement to resolve the Claim described in the Notice of Dispute within 45 days after the Notice of Dispute is received, you or we may commence an arbitration proceeding by filing a demand for arbitration with the AAA. If you or we attempt to commence arbitration proceedings before providing the requisite Notice of Dispute, you or we hereby agree to

withdraw the demand for arbitration without prejudice to re-filing it 45 days after the date on which the premature arbitration demand was first filed. Neither you nor we shall disclose to the arbitrator the existence, amount, or terms of any settlement offers made by either party until after the arbitrator issues a final award resolving the Claim.

9.5.2 A form for initiating arbitration proceedings is available on the AAA’s website at adr.org. If the AAA is unavailable, the arbitration shall be administered by another arbitration provider as agreed to by the parties or selected by the court.

9.5.3 After we receive notice that you have commenced arbitration, we will promptly reimburse you for your payment of the filing fee unless the value of the relief sought in your Claim(s) (either to you or us) is greater than \$75,000. The maximum filing fee to be paid by you is currently \$125 for Claims up to \$10,000 and \$375 for Claims over \$10,000 and up to \$75,000. However, these fees are subject to change at the discretion of the AAA. In addition, if we initiate any arbitration proceeding or if you initiate an arbitration proceeding in which the value of the relief sought (either to you or us) is greater than \$75,000, the payment of all AAA filing, administration and arbitrator fees will be governed by the AAA Rules. If you are unable to pay your share of the filing fee, we will pay it directly to the AAA upon receiving a written request from you at the notice address provided above. Except as otherwise provided herein, we will pay the filing, administration, and arbitrator fees charged by the AAA for any arbitration initiated in accordance with the notice requirements above. If, however, the arbitrator finds that either the substance of your Claim or the relief sought in your Claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse us for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules.

9.5.4 The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, the “AAA Rules”) of the AAA, as modified by this Agreement to Arbitrate, and will be administered by the AAA. The AAA Rules are available online at adr.org, by calling the AAA at 800-778-7879, or by writing to the notice address provided above.

9.5.5 The arbitrator is bound by the terms of this Agreement to Arbitrate. All issues are for the arbitrator to decide, except that issues relating to the arbitrability of Claims or the scope and enforceability of this Agreement to Arbitrate, including the interpretation of the prohibition of class and representative actions and non-individualized relief, are for the court to decide. If the value of the relief sought (either to you or to us) is \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If the value of the relief sought (either to you or to us) exceeds \$10,000, the right to a hearing will be determined by the AAA

Rules. Any in-person arbitration hearing will take place within the federal judicial district where the address associated with your Account as identified in our records at the time the arbitration is commenced is located.

9.5.6 Unless otherwise agreed by you and us, any award shall be rendered by the arbitrator not later than 14 days from the date of the closing of the hearing or, if there is no oral hearing, from the date of the AAA's transmittal of the final statements and proofs to the arbitrator in accordance with the AAA Rules.

9.5.7 Unless both you and we agree otherwise, you or we, as applicable, must bring all related or similar Claims in a single arbitration proceeding. If you or we later initiate a subsequent arbitration asserting Claims that are related or similar to ones that were raised by such party in a prior arbitration, the AAA or the arbitrator shall either: (i) consolidate the subsequent arbitration with the earlier proceeding if it is ongoing or (ii) dismiss the subsequent arbitration if it raises Claims that would be barred by applicable law if brought in court.

9.5.8 Under this Agreement to Arbitrate, arbitrators shall not be bound by rulings in prior arbitrations involving different customers but are bound by rulings in prior arbitrations involving the same customer to the extent required by applicable law.

9.6 Alternative Payment and Attorney's Fees

9.6.1 If the arbitrator issues you an award that is greater than the value of our last written settlement offer made before an arbitrator was selected, then we will:

- (1) Pay you the amount of the award or \$2,500, whichever is greater (the "alternative payment"); and
- (2) Pay your attorney, if any, the amount of attorney's fees, and reimburse any expenses (including expert witness fees and costs reasonably necessary to prove your Claim), that your attorney reasonably incurs for investigating, preparing, and pursuing your Claim in arbitration (the "attorney payment").

9.6.2 If we did not make a written offer to settle the Claim(s) before an arbitrator was selected, you and your attorney will be entitled to receive the alternative payment and the attorney payment, respectively, if the arbitrator finds in your favor on the merits of your Claim(s). The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, the alternative payment, and the attorney payment upon request from either party made within 14 days of the arbitrator's ruling on the merits. In assessing whether the arbitrator's award is greater than the value of our last written settlement offer, the arbitrator shall not include in his or her calculations the value of any attorney's fees or expenses incurred by you after the date of our last written settlement offer. If you amend your Claim after an arbitrator is selected to include new or different Claims, the arbitrator should stay further arbitration proceedings for 30 days, during which time we may make a written

settlement offer that is deemed to be effective before the date of the arbitrator's selection for purposes of assessing the availability of the alternative payment and/or attorney payment.

9.6.3 The right to the attorney payment supplements any right to attorney's fees and expenses you may have under applicable law. Thus, if you would be entitled to a larger amount under the applicable law, this provision does not preclude the arbitrator from awarding you that amount. However, you may not recover duplicative awards of attorney's fees or expenses. Although under some laws we may have a right to an award of attorney's fees and expenses if it prevails in an arbitration, we agree that we will not seek such an award unless you have retained an attorney and your Claim is determined to be frivolous or brought for an improper purpose (as determined by the arbitrator and measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

9.7 Prohibition of Class and Representative Actions and Non-Individualized Relief

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief necessitated by that party's individual Claim; any injunctive relief must be individualized in nature and cannot affect Account holders other than the claimant. **YOU AND THE BANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, OR AS A PRIVATE ATTORNEY GENERAL OR ON BEHALF OF THE GENERAL PUBLIC.** Further, unless both you and we agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If a court decides that any part of this Agreement to Arbitrate (other than the prohibitions in this paragraph) is invalid or unenforceable, the other parts of this Agreement to Arbitrate shall still apply. However, if a court decides that applicable law precludes enforcement of any of this paragraph's prohibitions as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and may be brought in court.

9.8 Availability of Small Claims Court and Access to Government Agencies

Notwithstanding the foregoing, either party may bring an individual action in small claims court. This Agreement to Arbitrate does not preclude you from bringing issues to the attention of federal, state, or local agencies. Such agencies can, if the law allows, seek relief against us on your behalf.

9.9 Future Changes to the Agreement to Arbitrate

Notwithstanding any provision in this Agreement to the contrary, we agree that if we make any future change to this Agreement to Arbitrate (other than a change to any notice address, website link or telephone number provided herein), that change shall not apply to any Claim of which we had written notice on the effective date of the change. Moreover, if we seek to terminate the Agreement to Arbitrate as included in this Agreement, any such termination shall not be effective until at least 30 days after written notice of such termination is provided to you, and shall not be effective as to Claims which arose prior to the date of termination.

9.10 Other Remedies

This Agreement to Arbitrate and the exercise of any of the rights you and we have under this provision shall not prohibit you or us from exercising any lawful rights either of us has to use other remedies available to preserve, foreclose or obtain possession of real or personal property or exercise self-help remedies, including setoff rights as described in this Agreement.

10. OVERDRAFTS AND POSTING ORDER

SECTION SUMMARY

It is your responsibility to ensure you have enough money in your Account to cover transactions. If you do not, you may incur overdraft fees or other charges. This section explains how this process works and, among other things, describes how and in what order we process and post items to your Account.



HELPFUL HINT FOR CONSUMERS

If overdrafts are a concern to you, please talk with your Associated Banker about an overdraft protection plan that might be right for you, such as an overdraft line of credit.

10.1 Unpaid Items and Overdrafts

10.1.1 If the Bank is presented with a request to pay checks or other items, in-person withdrawals, ATM withdrawals, point-of-sale ATM Card transactions, point-of-sale Debit Card transactions, other electronic debit transactions and other instructions or orders for the payment, transfer or withdrawal of funds from your Account (each of the foregoing may be referred to as a “Withdrawal Request” or

collectively as “Withdrawal Requests”), you must ensure that your Account contains an amount of funds available for withdrawal in at least the amount of such Withdrawal Request, or you must have enrolled in one of the optional protection plans referenced in Section 10.2 of this Agreement to cover such Withdrawal Request; otherwise, an overdraft may occur. An overdraft may result in an overdraft fee or an unavailable funds fee. You may choose to opt-in to our discretionary payment of overdrafts on your ATM and everyday Debit Card transactions, and whether you opt-in impacts our ability to charge you an overdraft fee or unavailable funds fee on such ATM and everyday Debit Card overdraft transactions (please refer to Section 10.1.5 of this Agreement for more information).

10.1.2 Section 11 of this Agreement describes when funds from your deposit made to your Account will be available to you for withdrawal.

10.1.3 Funds available for withdrawal at any given time are reflected as your Available Balance. “Available Balance” means the Account Balance minus any pending holds for deposited or cashed checks (see Section 11 of this Agreement for a description of deposit holds), memo posts (e.g., Debit Card authorization for a purchase) and/or any holds for legal process or other freezes on your Account authorized by this Agreement (individually and collectively, “Pending Activity”). “Account Balance” means any and all funds in the Account without regard to any Pending Activity. At any given time, if there is no Pending Activity on your Account, Available Balance and Account Balance will be the same. There are several ways to obtain information about your Available Balance at any given time, including, but not limited to, inquiring about your Account through an ATM, online banking, telephone banking, in-person at a branch or by reconciling your recent Account statement. It is important to note that the accuracy of your Available Balance may be impacted by the Bank’s processing and posting order (see Section 10.3 of this Agreement for a description of processing and posting order).

10.1.4 If the Bank receives a Withdrawal Request and your Available Balance is insufficient to pay the Withdrawal Request or if there is a freeze or hold on the Account and you have not enrolled in one of the optional protection plans referenced in Section 10.2 of this Agreement to cover such Withdrawal Request, we may still choose at our discretion (without notice to you) to pay, return or decline that Withdrawal Request, even though we may have previously established a pattern of paying, returning or declining such Withdrawal Request. Generally, this discretionary overdraft privilege limit can be up to \$500. Such limit may fluctuate from time to time and in our discretion may be provided to you based on a number of factors, including, but not limited to, the age of your Account, the frequency of deposits to your Account, the overdraft activity on your Account and other factors determined by us at our discretion. Please note that overdraft fees, unavailable funds fees, continuous overdraft

fees, and other fees count towards the discretionary overdraft privilege limit. Some Account types, such as IOLTAs, are ineligible for this discretionary overdraft privilege. Do not assume that this discretionary overdraft privilege is available to you at any given time because you may have had it in the past. If your Account lacks a sufficient Available Balance to pay a Withdrawal Request, we may charge your Account an overdraft fee or unavailable funds fee, which shall be determined in the following manner: (a) If a Withdrawal Request exceeds your Account Balance, then you may be charged an overdraft fee and (b) If a Withdrawal Request exceeds your Available Balance, then you may be charged an unavailable funds fee. An overdraft may be created by payment of a check or other item, in-person withdrawal, ATM withdrawal, point-of-sale ATM Card transaction, point-of-sale Debit Card transaction, other electronic debit transaction, or other instruction or order for the payment, transfer or withdrawal of funds. Whether an overdraft will be paid is discretionary, and the Bank reserves the right not to pay. For example, the Bank typically does not pay overdrafts if your Account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. If the Bank pays an overdraft, it shall not be deemed to have extended an overdraft line of credit to you, and you must make a deposit immediately to bring your Account back to a positive balance.

10.1.5 For consumer Accounts, please refer to the separate disclosure titled “What You Need to Know About Overdrafts and Overdraft Fees” for information on how you may opt-in to our discretionary payment of overdrafts on ATM and everyday Debit Card transactions. Regarding other Withdrawal Requests (e.g., checks), you have the right to opt-out of our discretionary payment of overdrafts by calling 800-236-8866.

10.1.6 Notwithstanding the above, if you are a Business Customer, an uncollected funds usage fee is charged to all business Accounts that have a negative daily Collected Funds balance. “Collected Funds” means Available Balance minus the dollar amount of all items that are in the status of “bank float.” To obtain a “Float Schedule,” which will indicate when certain items are in the status of bank float, you should contact your Associated Banker or the Bank’s Treasury Management department. Please refer to the Fee Schedule for further information regarding the uncollected funds usage fee. Please remember that even though funds are considered to be Collected Funds, you are still responsible for checks you deposit or present for payment that are returned to us unpaid and for any other problems involving your deposit. Please refer to the Fee Schedule for further information regarding the uncollected funds usage fee.

10.2 Overdraft Protection Plans

The Bank offers overdraft protection plans. One of the Bank’s overdraft protection plans may help you avoid overdraft or unavailable funds fees and dishonored checks. Please ask us if you are interested in an overdraft line of credit (subject to credit approval) or would like to sign up for an overdraft

transfer program from another deposit Account. Please inquire about fees and details regarding such plans.

10.3 Processing and Posting Order

10.3.1 The Bank processes and posts all Withdrawal Requests received on any given Business Day at the end of such Business Day. Withdrawal Requests received on a non-Business Day are processed and posted at the end of the next Business Day. The Bank may process and post Withdrawal Requests in any order the Bank chooses, unless a particular order is either specifically required or specifically prohibited (by express language requiring or prohibiting such processing order) by applicable law. The order in which you make Withdrawal Requests from your Account on any given day may not be the same as the order in which we process and post such Withdrawal Requests to your Account. The Bank may choose a payment processing order even if such a payment processing order results in the creation of a larger number of overdrafts and/or returned transactions, as well as any related fees, than would result through use of a different payment processing order.

10.3.2 The Bank may choose to categorize Withdrawal Requests into different categories, and the Bank may choose to process and post Withdrawal Requests in certain categories before those in other categories. For example, ATM withdrawals and nonrecurring point-of-sale Debit Card transactions may be in a different category than checks. The Bank may choose a different processing and posting order for Withdrawal Requests within each category. The Bank may change the payment processing and posting order at any time without notice to you.

10.3.3 Generally, our practice is to process and post Withdrawal Requests to your Account at the end of each Business Day, with certain categories of Withdrawal Requests being processed prior to those in other categories. Generally, deposits to your Account are processed and posted prior to Withdrawal Requests. The following are Withdrawal Request categories in order of processing and posting and a description of general processing and posting orders within such categories:

- (1) ATM withdrawals, nonrecurring point-of-sale Debit/ATM Card transactions, and ATM transfers out of your Account — For this category, the Bank processes and posts Withdrawal Requests chronologically. If there is insufficient information to process and post a Withdrawal Request in this category chronologically, then such Withdrawal Requests with insufficient information are posted prior to other Withdrawal Requests in this category, and a low-to-high by dollar amount processing order is used for the Withdrawal Requests with insufficient information.
- (2) Wire transfers, in-branch savings and checking withdrawals, Online Banking Service transfers between your Accounts at the Bank — For this category, the Bank processes and posts Withdrawal

- Requests in a low-to-high by dollar amount order.
- (3) Automated Clearing House (ACH), Online Bill Pay Service transactions paid electronically, and recurring Debit Card transactions — For this category, the Bank processes and posts Withdrawal Requests in a low-to-high by dollar amount order.
 - (4) Checks, including Online Bill Pay Service transactions paid by check — For this category, the Bank processes and posts Withdrawal Requests by check number. If there is insufficient information to process and post a Withdrawal Request in this category by check number, then those Withdrawal Requests with such insufficient information are processed and posted in a low-to-high by dollar amount order prior to the Withdrawal Requests with a known check number.

In 10.3.3, Online Bill Pay Service refers to the Bill Payment Service and includes optional add-on services such as Popmoney® person-to-person transfers (P2P) and External account-to-account transfers (A2A), offered by the Bank. Please refer to the applicable Terms and Conditions of the Bill Payment Service for more information regarding when the Bank may receive Withdrawal Requests in this setting.

10.3.4 Please note that the above describes common Withdrawal Requests and categories. There are additional miscellaneous and generally infrequent types of withdrawals that can be processed and posted at any stage (after deposits are posted) in the processing and payment order. Account maintenance fees and miscellaneous fees may be processed and posted to your Account at any time after deposits are posted and processed, which could be before any or all of the Withdrawal Request categories listed above. Such fees will reduce your Available Balance and could result in insufficient funds to satisfy your Withdrawal Requests on such Business Day. Overdraft/unavailable funds fees are generally processed and posted last. Overdraft/unavailable funds fees on analyzed business accounts and commercial business accounts may be posted at a later date with other analyzed or similar fees. Please note that overdraft/unavailable funds fees on analyzed business accounts are not offset by the earnings credit.



HELPFUL HINT FOR CONSUMERS

Assume that at the beginning of a Business Day your Account contains a \$100 Available Balance. During the Business Day, you deposit \$50, you spend \$25 at the grocery store using your Debit Card, a \$25 recurring Debit Card transaction for a monthly newspaper subscription posts to your Account and you write checks for \$100 (check #1101) and \$50 (check #1102), both of which we receive that same Business Day. At the end of the Business Day, we generally would process and post the transactions as follows:*

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HELPFUL HINT (CONT.)

- *Cash deposit of \$50 resulting in a \$150 Available Balance.*
- *Point-of-sale Debit Card transaction for \$25 resulting in a \$125 Available Balance.*
- *Recurring Debit Card transaction for \$25 resulting in a \$100 Available Balance.*
- *Check #1101 for \$100 resulting in a \$0 Available Balance.*
- *Check #1102 for \$50 resulting in a negative \$50 Available Balance is paid, resulting in an overdraft.*
- *Overdraft fee of \$35, resulting in a negative \$85 Available Balance. Please note that the amount of overdraft fees may vary; please refer to the Fee Schedule for the current amount.*

* Business Day means Monday through Friday, during business hours and excluding federal holidays.

11. YOUR ABILITY TO WITHDRAW FUNDS

SECTION SUMMARY

The availability of your money for withdrawals after you deposit it into your Account can vary based on the source(s) of that deposit. Cash, electronic direct deposits, wire transfers and checks drawn on Associated Bank are generally available the same Business Day we receive the deposit. Most other deposits are available the next Business Day. This section describes this in more detail. If we delay your money's availability beyond these normal practices, we will notify you.

11.1 Funds Availability Policy Disclosure

11.1.1 Our general policy is to make funds from your deposit available to you on the first Business Day after the day we receive your deposit. Cash, electronic direct deposits, wire transfers and checks drawn on Associated Bank will be available on the Business Day we receive the deposit. Once they are available, you can withdraw funds in cash and we will use the funds to pay checks that you have written.

11.1.2 For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays and federal holidays. If you make a deposit during business hours on a Business Day that we are open, we will consider that day to

be the day of deposit. However, if you make a deposit after business hours on a Business Day that we are open, or on a non-Business Day, we may consider that the deposit was made on the next Business Day we are open.

11.1.3 Incoming wire transfers received by 5 p.m. will be credited to your Account that day. Outgoing wire requests received after 3 p.m. will be processed the next Business Day.

11.1.4 Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit or present for payment that are returned to us unpaid and for any other problems involving your deposit. Check items presented for cash, deposit or payment must be endorsed as made. Proper endorsement must be placed only in that area reserved for the payee. This reserved section is an area on the back of the check up to one inch from the trailing edge. If you write or mark anywhere on the back of any check other than within the reserved area for the payee, you will be responsible to us for any losses we incur that are caused by these writings or marks.

11.2 Longer Delays May Apply

11.2.1 In some cases we will not make all of the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second Business Day after the day of your deposit.

11.2.2 If we are not going to make all the funds from your deposit available on the first Business Day after the day of deposit, we will notify you at the time that you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

11.2.3 In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- (1) We believe a check you deposit will not be paid.
- (2) You deposit checks totaling more than \$5,000 on any one day.
- (3) You redeposit a check that had been previously returned unpaid.
- (4) You have overdrawn your Account repeatedly in the last six months.
- (5) There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth Business Day after the day of your deposit.

11.2.4 Note: Checks drawn on banks outside of the United States may be sent for collection. If the check is sent for collection, your Account will not be credited and the funds

will not be available until payment is received from the paying bank. We charge a fee for collecting the check, and bank(s) in the collection process may also charge a fee. The credit to your Account will be for the net amount. In lieu of sending the check for collection, the Bank may process it as a deposit item and provide you with provisional credit for the check. Since there is no time limit within which the foreign paying bank has to return the check, it could be returned unpaid at any time. It is your decision as to whether to utilize this provisional credit, and you shall remain liable to the Bank if the check is returned.

11.3 Special Rules for New Accounts

11.3.1 If you are a new deposit customer, the following special rules may apply during the first 30 days your Account is open.

11.3.2 Funds from cash, electronic direct deposits, wire transfers and checks drawn on Associated Bank will be available on the day we receive the deposit or transfer. Funds from deposits of the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the fifth Business Day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the fifth Business Day after the day of deposit.

11.4 Deposits Made at an ATM

Deposits made at a proprietary ATM will be available for withdrawal on the first Business Day after the Business Day of deposit. Deposits made at nonproprietary ATMs, regardless of the nature of the deposit, may not be available until the fifth Business Day following the Business Day of the deposit. A "proprietary ATM" is an ATM that is (1) owned or operated by, or operated exclusively for, us; (2) located on the branch premises; or (3) located within 50 feet of a branch and not identified as being owned or operated by another entity.

11.5 Other Provisions

11.5.1 If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another Account with us. The funds in the other Account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

11.5.2 As part of the Bank's loss prevention program, when the Bank suspects that irregular, unauthorized or unlawful activities may be involved with your Account, the Bank may freeze (or place a hold) on the balance in your Account (and other Accounts you maintain with the Bank) pending an investigation of such suspected activities.

12. ELECTRONIC BANKING NETWORK DISCLOSURE

SECTION SUMMARY

The following section provides information on electronic funds transfers and certain rights and responsibilities you may have under applicable laws.

Accessing your Account via electronic means (e.g., by ATMs, direct deposit or preauthorized transfers) incurs additional rights and responsibilities on your behalf. This section provides details on Debit Cards and ATM Cards, electronic transactions, preauthorized transactions, transaction limitations, potential fees and reporting lost or stolen cards. Other electronic services, such as online banking and mobile banking, have additional disclosures that will be given to you if you select those services.

Again, it is always important to regularly monitor your Account through telephone banking, online banking, mobile banking and thoroughly reviewing your monthly statement.

This disclosure states additional rights and responsibilities that you may have pertaining to electronic funds transfers (under the Electronic Funds Transfer Act), including direct deposits into your Accounts, preauthorized debits out of your Accounts and use of your Associated Bank card bearing the PULSE®, Maestro®, Star®, Fastbank® or Cirrus® logo. Funds transfers to or from your Accounts will be governed by the rules of any funds transfer system through which the transfers are made, as amended from time to time. To understand all of your rights and responsibilities, you must read your Debit Card Agreement, Account Fee Schedule (for transaction fees or annual fees that may apply) and any other applicable Account disclosure(s) or agreement(s) in addition to this disclosure.

12.1 Associated Bank Electronic Bank Cards (Card) Available

12.1.1 Associated Bank Debit Card – can be used at ATMs, point-of-sale (POS) terminals and merchant locations accepting MasterCard Debit Cards.

12.1.2 ATM Proprietary Card – can be used at ATMs and point-of-sale (POS) terminals.

12.2 Electronic Transaction Types

12.2.1 Automated Teller Machines (ATMs)

You can use your card at ATMs to:

- (1) Withdraw cash from your related checking, savings or money market Accounts. Each transaction at a terminal, requested by you, which consists of a withdrawal or transfer from an Account, other than by authorized check, is an order to us to pay from that Account, at that time, that we may charge against that Account even though the charge creates an overdraft or you are drawing against funds that are not Available Funds.
- (2) Check the balance(s) in your related Accounts.
- (3) Make deposits to your related checking, savings or money market Accounts (not all ATMs accept deposits). All checks or drafts that we have authorized through a terminal for deposit or payment are credited subject to collection, and the credit will be reversed if the check or draft is not paid. All cash, deposits and payments received are subject to verification by us. We will credit the Account for deposits based on our funds availability policy as set forth in Section 11 of this Agreement.
- (4) Transfer funds between your related checking or money market and statement savings Accounts.
- (5) Make payments to the Bank.

Note: Some terminals may not perform all of the listed transactions. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

12.2.2 Preauthorized Transfers

- (1) You can arrange to pay certain bills directly from your checking, savings or money market Accounts in the amounts on the days you request.
- (2) Direct Deposits – You can arrange to receive certain automatic deposits from other persons (e.g., Social Security payments or payroll payments) to your checking, savings or money market Accounts.
- (3) Associated Bank Internal Transfers – You can arrange to transfer funds between your checking, savings or money market Accounts.

12.2.3 Point-of-Sale (POS) Transactions

You can pay for purchases at businesses displaying the PULSE®, Maestro®, Star®, Fastbank® or Cirrus® logo that have agreed to accept the card. You need to input your Personal Identification Number (PIN) to complete POS transactions. Never give your PIN to a merchant. You should input the PIN yourself. The funds are debited from your related checking or savings Account. When you initiate a POS transaction, the amount of said transaction will be reserved against your Account by memo post and reduces the Available Balance in your Account prior to the actual debit of said transaction.

12.2.4 Merchant Transactions Using Your Debit Card

You pay for purchases with your Debit Card. Like the POS transactions, the funds are debited from your related checking or savings Account. You do not use your PIN for these transactions; instead, you may be required to sign the authorization form.

12.2.5 Telephone Banking Services

You may access your personal Account information and transfer funds between Accounts electronically 24 hours a day, seven days a week, by telephone. You must use a Personal Identification Number (PIN) to access and complete transactions on your Account. You do not need to sign a written authorization to use the Bank's telephone transfer service. Your telephone call is the only authorization the Bank needs.

12.2.6 Online Banking

With online banking, you can access and retrieve information about your Associated checking, savings, money market and certificate of deposit Accounts and transfer funds between Accounts from the comfort of your own home computer. To protect you and your Account information, online banking requires you to enter a password before you begin the online banking service. Transfers must be at least \$1. There are no other limits on the amount you may transfer at any one time or in any given day. You can make unlimited transfers to and from your Associated checking Accounts. Transfers from your savings and money market Accounts are subject to the limitations that are disclosed in the savings and money market Account disclosures. To participate in online banking, you will be required to agree to the terms and conditions set forth in the Online Banking Agreement and Disclosures ("Online Banking Agreement"). In the event of a conflict between the provisions of the Online Banking Agreement and this Agreement, the provisions of the Online Banking Agreement shall control. See the Online Banking brochure or AssociatedBank.com for additional information.

12.3 Online Bill Pay

If you sign up for online banking, the optional online bill pay service may be of interest. See AssociatedBank.com for additional information and disclosures.

12.4 Mobile Banking

With mobile banking, you can access and retrieve information about your consumer Associated checking, savings, money market and certificate of deposit Accounts and transfer funds between Accounts. Transfers must be at least \$1. There are no other limits on the amount you may transfer at any one time or in any given day. You can make unlimited transfers to and from your Associated checking Accounts. Transfers from your savings and money market Accounts are subject to the limitations that are disclosed in the savings and money market Account disclosures. To participate in mobile banking, you will be required to agree to the terms and conditions set forth in the

Mobile Banking Services Terms and Conditions ("Mobile Banking Agreement"). In the event of a conflict between the provisions of the Mobile Banking Agreement and this Agreement, the provisions of the Mobile Banking Agreement shall control. See AssociatedBank.com for additional information.

12.5 Limitations on Transactions



HELPFUL HINT FOR CONSUMERS

There are limitations on electronic funds transfers due to our security standards and in some instances due to government regulations. Let us know if you are travelling away from home. We can help avoid disruptions concerning your debit card and ATM transactions. If you have any questions, please ask your Associated Banker.

12.5.1 All Money Market and Savings Accounts

Federal Reserve Regulation D limits the total number of transfers made by check, telephone, online banking and overdraft protection, as well as preauthorized transfers (including Debit Card purchases, automatic transfers and wire transfers) to six per calendar month for savings and money market Accounts not on a combined statement, or statement period for savings and money market Accounts on a combined statement. We may impose an excess activity fee for each transaction exceeding these limitations.

12.5.2 Dollar Limits

Maximum daily ATM withdrawal and point-of-sale transaction dollar limits are determined by us and may vary by customer. For security reasons, there are daily limits on the number of withdrawals you can make using a card.

12.5.3 The Bank reserves the right, but does not have the obligation, to prohibit and/or reject transactions involving Internet gambling.

12.5.4 Statement Savings and Money Market Accounts

- (1) You may transfer internal loan payments from these Accounts.
- (2) These Accounts may not be used for POS transactions at merchant locations.
- (3) If permitted, no more than six preauthorized debits, including telephone transfers, may be transacted per month or statement cycle in or out of these Accounts.
- (4) ACH Debits to these Accounts may be refused.

12.5.5 Telephone Transfers

- (1) Only available funds are transferable.
- (2) Ownership of the transaction Accounts must be identical.

12.6 Electronic Fund Transfer Fees and Documentation of Electronic Transactions

12.6.1 ATM, Point-of-Sale (POS) and Merchant Transactions

You will receive a receipt at the time you make any transaction to or from your Accounts using an electronic terminal, such as an ATM or a POS terminal. However, you may not receive a receipt if the transaction is \$15 or less.

12.6.2 Direct Deposits

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call us, toll-free, to find out whether or not the deposit has been made. Please refer to “Associated Bank Telephone Numbers” and “To Write to Us” in Section 12.9.

12.6.3 Periodic Statements

You will receive monthly checking and money market statements. If a savings Account has ATM or electronic activity, you will receive monthly statements. If there is no activity, the savings statement will be sent quarterly.

12.6.4 Preauthorized Payments

If pre-authorized payments from your Account vary in amount, the person debiting your Account will notify you, in writing, 10 days before each payment, of when it will be made, and how much it will be.

12.7 Remotely Created Checks and Electronic Presentment of Checks

12.7.1 Under certain circumstances your check information can be converted to electronic information by merchants, banks and other payees. This is different from a substitute check. (See “Substitute Checks and Your Rights,” Section 7 of this Agreement.) Electronic information may be used to debit your Account electronically. Merchants may use check information such as routing, Account and serial numbers to make an electronic presentment against your Account, and the check may not be returned to you. These types of transactions may occur at point-of-sale purchases or where checks are submitted to a lockbox for processing. The conversion of your paper check to an electronic check or the creation of an electronic check from your Account information requires your authorization; however, you authorize a one-time electronic transfer by receiving notice that the check will be converted, which may be posted, and going forward with the transaction.

12.7.2 In other circumstances, checks you write returned for insufficient funds or uncollected funds and re-presented for payment electronically by the payee’s bank are not covered under Regulation E. Electronic re-presentments will appear as separate entries on your statement with appropriate descriptions. If any of your checks are converted to an electronic presentment by owners, we shall have no liability to you should we fail to honor any stop payment order you have placed on the check.

12.7.3 Also, we shall have no liability to you for duplicate payments if a paper check and an electronic re-presentation are both presented. This limitation of our liability to you in no way affects your legal right to dispute an electronically presented item under applicable rules and regulations, nor does it affect your legal rights to recover a duplicate payment from the third party payee. If you convert a paper check to an electronic check or remotely create a check using a payor’s Account information and deposit it into your Account, you warrant and represent to us that you have complied with applicable law, including, but not limited to, obtaining requisite authorizations. You also agree to indemnify and hold us harmless from any and all claims arising from your failure to comply.

12.8 Your Liability for Unauthorized Electronic Transactions and Why You Should Promptly Report the Loss of Your Card



HELPFUL HINT FOR CONSUMERS

It is important to report the loss of your ATM/Debit Card to your bank promptly in order to minimize or eliminate losses that you could incur due to fraudulent use of your card.

12.8.1 The following limitation of liability and error resolution provisions apply only to electronic transactions on consumer Accounts subject to Regulation E, 12 CFR Part 205. Unauthorized electronic transactions on other Accounts are governed by the Claims of Unauthorized Transaction, Section 8 of this Agreement.

12.8.2 Tell us at once if you believe your card or PIN/code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit). If you tell us within two Business Days after you learn of the loss or theft of your card or PIN/code, you can lose no more than \$50 if someone used your card or PIN/code without your permission.

12.8.3 If you do NOT tell us within two Business Days after you learn of the loss or theft of your card or PIN/code, and we can prove we could have stopped someone from using your card or PIN/code without your permission if you had told us, you could lose as much as \$500.

12.8.4 Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us

in time. If you notify us verbally, we may require that you also send us your complaint or questions in writing within 10 Business Days.

12.8.5 If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for notification.

12.8.6. Notwithstanding the foregoing, if you furnish another person with the card or PIN/code, you shall be deemed to authorize all transactions that may be processed at a terminal until you have given actual notice to us that further transactions are unauthorized. You shall be obligated to us for the amount of any money, property or services obtained by the authorized use of the card to the extent that we are unable to charge such amount to the Account designated by you, and you hereby authorize us to charge the amount of any such obligation to any other Accounts established by you with us.

12.9 Contact Information and Notifications

12.9.1 Associated Bank Telephone Numbers

Customer Care Center 800-236-8866
Telephone Banking 800-236-7160

12.9.2 International Telephone Banking Number

262-879-0133

12.9.3 To Write to Us:

Associated Bank
Customer Care Center
1305 Main St.
Stevens Point, WI 54481

12.9.4 To Report Lost or Stolen Cards

- (1) PULSE, Maestro, Star or FastBank logo Cards, call the Customer Care Center using the applicable telephone number above.
- (2) Associated Bank MasterCard Debit Card, call us at 800-556-5678. International customers may call 262-879-0133.

12.9.5 To Notify Us of Unauthorized Transactions

Use the above telephone number(s) or address if you believe your Associated Bank ATM Card or Debit Card has been lost or stolen, or that someone has transferred or may transfer money from your Account without your permission, or if you believe a transfer has been made using the information from your check without your permission.

12.9.6 In Case of Errors or Questions About Your Electronic Transactions

- (1) Please call the Customer Care Center at the applicable number or write to us (refer to Section 12.9.1 of this Agreement) as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number.

2. Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe there 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 determine whether an error occurred within 10 Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within 10 Business Days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not credit your Account.

- (2) For errors involving new Accounts, point-of-sale or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is in error.
- (3) We will tell you the results within three Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

12.10 Your Rights to Stop Payment of Preauthorized Transactions, How to Stop Payment and Our Liability for Failure to Stop Payment

12.10.1 If you notified us, in advance, to make regular payments out of your Accounts, you can stop any of these payments. To stop payment of a preauthorized transaction, call the Customer Care Center at the applicable number or write to us (refer to sections 12.9.1, "Associated Bank Telephone Numbers" and 12.9.3, "To Write to Us" of this Agreement) in time for us to receive your request at least three Business Days before the payment is scheduled to be made. Provide your name and Account number, the name of the person receiving the payment, the amount of the payment and the date the payment is scheduled to be made. For specific information on stopping or revoking a preauthorized payment, please refer to Section 6.6, "Stop Payment Orders" of this Agreement. We will charge for each stop payment order based on our Fee Schedule in effect.

12.10.2 Notice of Varying Amounts

If these regular payments vary in amount, the payee will notify you 10 days before each payment when the payment will be made and how much it will be.

12.10.3 Our Liability for Failure to Stop Payment of Preauthorized Transactions

If you order us to stop one of these payments three Business

Days or more before the transfer is scheduled, and we do not do so, we will be liable for your actual losses or damages proved.

12.10.4 If you have given your card number to a merchant for recurring payments, you must cancel this service directly with the merchant. The Bank cannot stop such arrangements.

12.10.5 Our Liability for Failure to Make Transfers

If we do not complete a transfer to or from your Account on time or in the correct amount, according to our agreement with you, we will be liable only for your actual losses or damages.

12.10.6 Exceptions for Which We Will Not Be Liable

- (1) If, through no fault of ours, you do not have sufficient funds in your Account to process the transactions;
- (2) If the transfer exceeds your credit limit on your overdraft line;
- (3) For personal injury or tangible property damage suffered or incurred by you through use or attempted use of the card at any terminal;
- (4) For consequential damages;
- (5) If the ATM from which you are making a cash withdrawal does not have sufficient cash to complete the transaction;
- (6) If the ATM or the system was not working properly and you were aware of it when you initiated the transaction;
- (7) If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken; or
- (8) If a court order or other legal process prevents us from completing a transaction. There may be other exceptions to liability stated in other agreements you may have with us.

12.11 Cancellation of Services

12.11.1 You agree that we may cancel the ATM/Debit Card and your use of the ATM/Debit Card services if:

- (1) You breach this or any other agreement with us.
- (2) We have reason to believe that there has been an unauthorized use of your ATM/Debit Card PIN.
- (3) We notify you or any other person on your Account that we have canceled or will cancel this ATM/Debit Card. You or any other person on your Account can cancel this ATM/Debit Card by notifying us in writing. Service is canceled the first Business Day after we receive your written notice.

12.11.2 Canceling this ATM/Debit Card will not affect your or our rights and responsibilities under this ATM/Debit Card for transactions originated before the ATM/Debit Card is canceled.

12.12 Additional Minnesota Account Holder Disclosures

12.12.1 Section 12.12 applies to Minnesota Account Holders. ATM/POS terminal transactions are completed immediately with us. You cannot reverse a transfer of money through an ATM/POS terminal. Payment for goods or services by transfer of money through an ATM/POS terminal does not affect any of your rights, protections or liabilities under existing law concerning a cash or credit sale made by means other than through use of an ATM/POS terminal. We are liable for all unauthorized withdrawals at an ATM/POS terminal unless the unauthorized withdrawal was due to the loss or theft of the ATM/POS Card, in which case you are liable, up to a maximum liability of \$50, for those unauthorized withdrawals made before we are notified of the loss or theft, if you tell us within 60 days of receipt of the bill by you that contains the unauthorized withdrawal. (An unauthorized withdrawal is a withdrawal by a person other than you who does not have actual, implied or apparent authority for such withdrawal and from which withdrawal you receive no benefit.)

12.12.2 You may bring a civil action against any person violating the consumer privacy and unauthorized withdrawal provisions of Minnesota law. In addition to actual damages or \$500 (whichever is greater), you may recover punitive damages, when applicable, plus court costs and reasonable attorneys' fees incurred.

12.12.3 To protect the privacy of customers using electronic financial terminals, including any supporting equipment, structures or systems, information received by or processed through such terminals, supporting equipment, structures or systems shall be treated and used only in accordance with applicable law relating to the dissemination and disclosure of such information. The person establishing and maintaining an electronic financial terminal, including any supporting equipment, structures or systems, shall take steps as are reasonably necessary to restrict disclosure of information that is necessary to complete the transaction and to safeguard any information received or obtained about a customer or his or her Account from misuse by any person manning an electronic financial terminal, including any supporting equipment, structures or systems.

**12.13 Disclosure of Information to Third Parties/
Information Sharing/Legal Process**

12.13.1 We will disclose information to third parties about your Account(s) or the transactions you make:

- (1) That we believe is necessary to complete or document transactions, to investigate possible unauthorized transactions, to resolve errors or claims or to combat fraud.
- (2) To verify the existence and condition of your Account for a third party, such as a credit bureau, another financial institution or merchant.
- (3) In response to government agency inquiries, orders or subpoenas.

- (4) In response to court orders, subpoenas, garnishments, levies or other legal process.
- (5) To companies affiliated with us (see below).
- (6) To comply with laws, rules and regulations.
- (7) If you give us your written permission.

12.13.2 As noted in “Closing Your Account,” Section 5.17 of this Agreement, we may report closed Account information to Account verification services. In addition, a court judgment entered against you for amounts you owe us relating to your Account may appear on your credit report.

12.13.3 The Bank is not liable to you for the disclosure of information that does not fall into one of the aforementioned categories if such disclosure was not in violation of any statute, rule, regulation or agreement.

12.13.4 Information Sharing

Please refer to the Associated Banc-Corp “What Does Associated Banc-Corp Do With Your Personal Information?” disclosure for more information on our information sharing with affiliates and nonaffiliated third parties.

13. NAME, ADDRESS, NOTICES AND CONTACT PREFERENCES

SECTION SUMMARY

This section provides detailed information on how we contact you regarding any account changes or notifications.



HELPFUL HINT FOR CONSUMERS

Please let us know your contact preferences and inform us of updates when your contact information changes. Outdated information may cause delays on receipt of statements and increase your risk of unauthorized transactions and identity theft.

13.1 Your Name and Address

13.1.1 We will send your statement to the name and address you have given on your Account documentation unless you are accessing your statement online. See “Online Banking,” Section 12.2.6 of this Agreement. You must promptly notify us of any change of name or address on any Account. Any change of name requires appropriate documentation. Your signature may be required on any address change request for it to be valid.

13.1.2 We may, at our discretion, change the mailing address on your Accounts upon receipt of proper instructions, including but not limited to: a letter of instruction from the registered owner(s), instructions received electronically or telephonically, or based upon instructions received from a reliable third party or governmental agency. We may take whatever measures we deem reasonably necessary to verify the accuracy and validity of any change(s) effected within a reasonable time either prior to or subsequent to making a change. However, our failure to do so shall not constitute negligence on our part nor a breach of any duty or obligation. Further, we reserve the right to require additional documentation, assurances or other reasonable information prior to effecting any change or correction to the mailing address on any Accounts. You hereby agree that it is your sole responsibility to ensure the accuracy and validity of any change in address on the Accounts, and you shall be required to take whatever action necessary to protect your interest within a reasonable time thereof.

13.2 Changing the Terms of Our Agreement

We reserve the right to amend this Agreement at any time. The Bank shall provide you with notice prior to the effective date of the change by sending written notice to you at the most recent address, by providing notice to you by electronic means or by any other method permitted by law. Other notices may be in the form of a statement message, be disclosed in a mass mailing with general advertising or posted in the lobbies of our offices for a reasonable period of time. You may request full disclosure at any time for detailed Account information. Notice from us to any one of you is notice to all of you.

13.3 Notices/Electronic Notices/Disclosures/Phone Number

13.3.1 Written notice sent to the Bank by you is not effective until received. Written notices mailed to you are effective when mailed to the address shown on the Bank’s records. Notice from us to any one of you, whether such notice is by mail to the address maintained with us for the Accounts or otherwise, shall constitute notice to all persons having any interest in the Accounts. Electronic mail sent to Bank or Bank personnel shall not be considered notice to the Bank. However, the Bank, in its sole discretion, may rely on any information you provide via electronic mail.

13.3.2 You may from time to time provide the Bank with an electronic address to which electronic communications and disclosures may be sent to you by the Bank. If you do, you agree that the Bank may send to you by electronic communication any information that is required by state or federal law or regulation to be sent to you in writing, provided such electronic communication or disclosure does not violate the applicable laws and regulations. The term “electronic communication” means a message transmitted electronically in a format that allows visual text to be displayed on equipment, such as a personal computer monitor. You may obtain a paper copy of electronic communications or disclosures by contacting the Customer Care Center.

13.3.3 Some services that we offer to you electronically require you to provide an electronic mail address to facilitate provision of the service. If you provide us with an electronic mail address, we may use such electronic mail address to send you communications, including marketing communications. If you would prefer not to receive marketing communications by electronic mail, such marketing electronic mail items will contain a method for you to opt-out of receipt of such marketing communications by electronic mail.

13.3.4 By providing a phone number, cellular phone number or other wireless device telephone number, you are expressly consenting to receiving communications at that number from the Bank and the Bank's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system. This express consent applies regardless of the call purpose.

14. MISCELLANEOUS

SECTION SUMMARY

There are several important topics for this Agreement that do not fit logically into other sections. Please take a moment to read through them, so you can better understand how they pertain to you and your Account.

14.1 Tax and Legal Advice

Neither Associated Banc-Corp nor any of its affiliates give tax or legal advice. If you have tax or legal questions, consult with your tax and/or legal advisor for information specific to your situation.

14.2 Waivers and Severability

The Bank reserves the right to waive the enforcement of any of the terms of the Account documentation with respect to any transaction or series of transactions. Any such waiver does not affect the right of the Bank to enforce its rights with respect to other customers or to enforce any right with respect to later transactions with you. If any provision of this Agreement is found unenforceable, all remaining provisions continue in full force and effect. In special circumstances, we may permit some variations from this Agreement, but any variations must be in writing and signed by an authorized representative of the Bank.

14.3 Headings/Words and Phrases/No Fiduciary Relationship/No Special Purpose Account

Headings in this Agreement are for convenience or reference and will not govern the interpretation of the provisions. Words and phrases used in the documents should be construed so

that the singular includes the plural and the plural includes the singular. Our deposit relationship with you is that of debtor and creditor. The deposit relationship and this Agreement do not create a fiduciary, quasi-fiduciary or special relationship between you and the Bank. An Account opened by you is a general Account unless otherwise indicated or unless you inform us in writing that this is a special purpose Account.

14.4 Legal Process

We shall not be liable to you for honoring garnishments, levies or other legal process received by or served upon us that, in our opinion, apply or may apply to your Accounts. Notice of such disclosure or process will be provided to you if required by law. Any such process is subject to our security interest and right of setoff, including, but not limited to, the right to set off the current fees imposed by us for processing such garnishments, levies or other legal processes. It is not our responsibility to determine the validity of any garnishment, levy, subpoena or other legal process served on us. If you believe that any such document should not be enforced or complied with, it is your responsibility to challenge it in the appropriate forum.

14.5 Monitoring/Recording Telephone Calls

To improve customer service and for other purposes (e.g., security purposes), you agree that we may monitor and/or record telephone conversations between you and us.

14.6 Liability Limitation

Except as otherwise expressly provided in this agreement or otherwise expressly provided by applicable law, rule or regulation, you agree that neither we nor any entity or person who provides services or products to us ("Service Providers") will be liable for any loss, injury or damage, including, but not limited to, indirect, incidental, special, consequential or punitive damages, whether under contract, tort or any other theory of liability, arising out of or relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such events. To the extent any law, rule or regulation provides for us to be liable for any such loss, injury or damage, but permits our liability to be limited or eliminated by agreement, this paragraph limits or eliminates our liability to the fullest extent permitted.

14.7 Deposit Insurance

Associated Bank, N.A. is a Member FDIC. Deposit Accounts at Associated Bank are covered by FDIC deposit insurance up to applicable FDIC limits. Contact your local banking office or visit the Federal Deposit Insurance Corporation (FDIC) Internet site at FDIC.gov for more information on FDIC deposit insurance coverage.

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Associated Bank, N.A., is a Member FDIC and Associated Banc-Corp.
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