

MARQUETTE BANK

Online Cash Management Services Agreement and Disclosure

This Online Cash Management Services Agreement and Disclosure (the "Agreement") explains the terms and conditions governing basic Online Cash Management Services and Bill Pay Services offered by Marquette Bank (collectively "Online Cash Management Services"). By using any of the Online Cash Management Services, you agree to abide by the terms and conditions of this Agreement. The terms "we," "us," "our," and "Marquette Bank" refer to Marquette Bank. "You" refers to each person and/or business who enrolls for Online Cash Management Services and has a password. The term "business days" means Monday through Friday, excluding Saturday, Sunday and Marquette Bank holidays.

Your Online Cash Management Services and each of your accounts are also governed by the applicable Disclosures, Rates, and Fee Schedules provided by Marquette Bank in your new account packet as each may be modified from time to time (collectively, the "Marquette Bank Documents").

You are responsible for paying any fees associated with Online Cash Management Services and Bill Payment as outlined in the Marquette Bank Documents, as well as any additional fees that may be assessed by your Internet Service Provider and for any telephone charges or fees incurred by accessing Online Cash Management Services.

Your initial use of Online Cash Management Services constitutes your acceptance and agreement to be bound by all of the terms and conditions of this Agreement and by the Marquette Bank Documents, and acknowledges your receipt and understanding of this Agreement.

You authorize Marquette Bank to act on instructions received through Online Cash Management Services under your password and without inquiring into the identity of the person using that password. However, do not, under any circumstances, disclose your password by telephone or to anyone claiming to represent Marquette Bank; Marquette Bank's employees do not need and should not ask for your password. You are liable for all transactions made or authorized using your password. Marquette Bank has no responsibility for establishing the identity of any person using your password. If, despite Marquette Bank's advice, you give your password to anyone, you do so at your own risk since anyone to whom you give your Online Cash Management Services password or other means of access will have full access to your accounts even if you attempt to limit that person's authority. You must notify Marquette Bank that your password has been lost, stolen or otherwise compromised and should not be honored and must be disabled. Marquette Bank cannot be responsible for customer errors or negligent use of the Online Cash Management Services and will not cover losses due to:

- Input error or misuse of the Online Cash Management Services.
- Leaving a computer unattended during an Online Cash Management Services session
- Failure to report known incidents of unauthorized account access

You are liable for all transactions that you, or if you are using a joint Bill Payment Account, any of you, make or authorize, even if the person you authorize exceeds your authority. You hereby release Marquette Bank from any liability and agree not to make any claim or bring any action against us for honoring or allowing any actions or transactions where you have authorized the person performing the action or transaction to use your account(s) and/or you have given your password to such person, or, in the case of a jointly held account such person is one of the owners of the account. You agree to indemnify Marquette Bank and hold it harmless from and against any and all liability (including but not limited to reasonable attorney fees) arising from any such claims or actions.

Our liability to you is explained in any Agreements, Notices, or Disclosures that we separately provide to you from time to time regarding your accounts and Online Cash Management Services. This section explains our liability to you only to the extent that our liability has not been separately disclosed to you by any of these Agreements, Notices, or Disclosures. Under no circumstances will we have any liability to you for failing to provide you access to your accounts or Online Cash Management Services. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Cash Management Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Cash Management Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT OR CONTRACT OR WHETHER WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not in accordance with any term or condition applicable to the relevant Online Cash Management Services or account.
- We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary

- or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal.
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority.
- Is not in accordance with any other requirement of our applicable policies, procedures or practices.
- We have reasonable cause not to honor for our or your protection.

Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your accounts, you agree to indemnify and hold us, our directors, officers, shareholders, employees, agents harmless from all loss, liability, claims, demands, judgements and expenses arising out of or in any way connected with an account or the performance of Online Cash Management Services. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Online Cash Management Services by you or your authorized representative.

Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that an Internet browser provider such as Netscape® (Netscape Navigator® browser) or Microsoft® (Microsoft® Internet Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor or any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Cash Management Services.

Marquette Bank has the right to modify or terminate this agreement at any time. We will comply with any notice requirements under applicable law for such changes or termination. If we terminate this Agreement, no further Internet Banking transfers or bill payments will be made, including but not limited to any payments or transfers scheduled in advance or any pre-authorized recurring payments or transfers. If we modify this Agreement, your continued use of Online Cash Management Services will constitute your acceptance of such changes in each instance.

You hereby authorize Marquette Bank to conduct any investigation deemed necessary to establishing this account.

In case of questions regarding Online Cash Management Services, call Marquette Bank at 1-888-254-9500 or write to us at:

Marquette Bank
 c/o Joyce Latkowski
 10000 W. 151st Street
 Orland Park, IL 60462
 Business Days: Monday through Friday
 Saturday, Sunday, and Marquette Bank Holidays Excluded

Fax completed document to: 708-226-8095

Company Name: _____ Phone Number: _____

Taxpayer ID # _____

Accepted: _____ Date: _____
 (must be authorized signer on account)

Printed Signer's Name: _____ Email Address _____

(Optional)
 I authorize _____ to act as the company's Online Cash Management account administrator.
 (printed name of authorized user)

Bank Use Only Officer Name: _____ Officer No: _____
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