

## BUSINESS eDEPOSIT SERVICE ADDENDUM

This Business eDeposit Services Addendum (“eDeposit Addendum”) is incorporated into and made a part of the Landmark Credit Union Treasury Management Services Agreement (together with this and all other Addenda and Schedules, the “Agreement”). This eDeposit Addendum to perform remote check deposit services is made between Member and Landmark Credit Union and, together with the other provisions of this Agreement, forms the entire Agreement between the parties with respect to the Services defined below. Capitalized terms used and not defined in this eDeposit Addendum have the meanings assigned elsewhere in the Agreement. Except as otherwise expressly provided in this eDeposit Addendum, to the extent that this eDeposit Addendum is inconsistent with the provisions of the Agreement or the terms and conditions of the Business Digital Banking Service as described therein, this eDeposit Addendum and any amendment hereto from time to time shall control, but only to the extent necessary to resolve such conflict.

**This eDeposit Addendum** governs the provision of certain remote deposit capture services to Members enrolled in this service by Landmark. As used in this eDeposit Addendum, “Landmark” means Landmark Credit Union, a credit union which provides such services to Member, as more particularly described herein, and “Member” has the meaning set forth in paragraph 19.b. herein.

**1. Business eDeposit Services.** This eDeposit Addendum governs the provision of remote deposit capture services as may be provided by Landmark to Member from time to time. Business eDeposit is a service which allows Member to scan checks and electronically transmit the scanned images with MICR data and/or ACH data to Landmark for posting and clearing (the “Business eDeposit Services” or “Services”). All items submitted for Business eDeposit Services shall be subject to Landmark’s verification and final inspection and may be rejected by Landmark in its sole discretion without liability. Landmark is not obligated to detect errors by Member and, except as provided herein, is not liable for errors in providing the Business eDeposit Services. Further terms relating to the Business eDeposit Services are contained in Exhibit A attached hereto (“Exhibit”, and the term Exhibit shall refer to the original Exhibit as may be amended, revised or replaced from time to time by Landmark. The Exhibit may be amended, revised, or replaced at any time by Landmark and shall be conclusively deemed to have been accepted by Member upon Member’s use of the Business eDeposit Services after the effective date of such change provided that Landmark has notified Member of such change in accordance with Paragraph 21 of the Business Treasury Management Services Agreement. If Member rejects such change prior to the effective date of such change and Member has not used the Business eDeposit Services after such effective date, either party may terminate this eDeposit Addendum upon ten (10) days written notice to the other party as provided in the Business Treasury Management Services Agreement.

Landmark acts as a depository for the funds of Member pursuant a deposit account agreement and other agreements between Landmark and Member (collectively the “Account Depository Agreement”), which governs the rights and obligations of the parties pertaining to the deposit, withdrawal, and availability of funds. All the terms and provisions of the Exhibit and Account Agreement are incorporated herein. Member acknowledges and agrees to all time periods, deadlines, limits, image quality requirements, acceptance requirements, and fund availability rules contained in the Exhibit and herein. Member agrees that all images shall also meet standards established by any regulatory boards, agencies, and any clearing houses and/or associations used by Landmark for the electronic processing and clearing of checks or any requirements Landmark is obligated to observe. In the event of a conflict or discrepancy relating to the Business eDeposit Services between the Exhibit, the Account Agreement, and this eDeposit

Addendum, the following order of precedence shall apply: (1) eDeposit Addendum, (2) Exhibit, and (3) Account Depository Agreement, but only to the extent necessary to address the conflict or discrepancy.

In the event that Landmark is unable to provide Business eDeposit Services, Member acknowledges that it may instead deposit directly with Landmark any original check for processing provided such item has not been previously scanned and electronically transmitted for posting and clearing.

**2. Remote Capture Hardware and Software.** As part of the Exhibit, Landmark will provide the specifications of any hardware and software which Landmark has determined to be compatible with Business eDeposit Services. Except as provided below, Landmark will provide Member with the hardware and software to access Business eDeposit Services (the "Remote Capture Tools") upon Member's application to use, and Landmark's approval, of the Business eDeposit Services, Member will have a non-exclusive, non-transferable sublicense to use the Remote Capture Tools, and by using the Remote Capture Tools, Member agrees to comply with license terms included with such Remote Capture Tools. Upon termination of the sublicense, Member's rights to use the Remote Capture Tools will terminate immediately without notice. Landmark shall have no liability for any loss, liability or damage incurred by Member in connection therewith, except only to the extent of Landmark's gross negligence or willful misconduct.

Member shall be responsible for acquiring any required hardware, software, and secure communication lines and installing and maintaining them in good working condition. Landmark shall not be liable to Member for any malfunction, non-function, inaccuracy or other failure of the hardware or software, or any secure communication line or device used by Member to access Business eDeposit Services, regardless of whether Landmark approved such hardware, software or communication line.

**3. Security Procedures and Communications.** Certain procedures, including the use of identification codes, encryption, passwords, login identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software (the "eDeposit Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders and other communications (each, a "Communication") sent between Member and Landmark may be used in connection with Business eDeposit Services. Member agrees that any such mutually agreed-upon eDeposit Security Procedures shall be deemed commercially reasonable. Landmark shall not be obligated to act on a Communication not transmitted in accordance with the eDeposit Security Procedures and may refuse to act on any Communication where Landmark reasonably doubts its authorization, authenticity, contents, origination or compliance with the eDeposit Security Procedures. Landmark shall have no duty to discover, and shall not be liable for, errors or omissions by Member. If Landmark complies with the Security Procedures in respect to a Communication, Landmark shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the person giving it, or await any confirmation thereof, and Landmark shall not be liable for acting on, and Member shall be bound by, any Communication sent in the name of Member, whether or not authorized. Whenever the eDeposit Security Procedures include the assigning to Member of any confidential password, login identification, identification code, personal or location identification number, repetitive code, token or similar security device, Member shall not disclose such security device except to employees or agents authorized to act for Member in connection with Business eDeposit Services. Member shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices and shall immediately notify

Landmark if the confidentiality or integrity of any such security device is breached or threatened. Member shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Member's negligence or deliberate acts or otherwise. Landmark shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. Nothing in this section shall be construed to alter the Security Procedures section of the Agreement, except as may be specifically provided herein, as this section is intended to supplement the Agreement.

**4. Representations and Warranties.** Member hereby makes the following representations and warranties with respect to each item submitted for Business eDeposit Services: (a) The imaged item submitted to Landmark accurately represents all of the information on the front and back of the document as of the time Member converted the item to a scanned image and is eligible for Business eDeposit Services; (b) The item submitted for Business eDeposit Services contains all endorsements applied by parties that previously handled the item; (c) There will be no duplicate presentment of the item in any form, and Member assumes responsibility for any such duplicate presentment; (d) Member will comply with all image quality standards and procedures and processes established by Landmark or required by any federal or state agency, board, and any clearing house or Association used by Landmark for the electronic processing and clearing of checks; (e) Member shall fully train its own employees in the use of Business eDeposit Services and all procedures and processes related thereto; (f) Member shall provide any information or documentation requested by Landmark in connection with the Business eDeposit Services, allow inspection of its facilities by Landmark employees or agents, and execute any additional documents reasonably requested in connection with the Business eDeposit Services as requested by Landmark; (g) Member shall maintain all equipment and software used in connection with Business eDeposit Services, install all updates promptly and accurately, and maintain any necessary internet connection necessary for Business eDeposit Services; and (h) Member shall not deposit the following items:

- Checks payable to any person or entity other than the Member (i.e., payable to another party and then endorsed by the Member).
- Checks payable to Member and another party who is not a joint owner on the account.
- Checks that contain evidence of alteration, or that Member knows or suspects, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn.
- Checks payable in foreign currency, starter checks, substitute checks, third-party checks, remotely created checks and checks payable to cash.

**5. Compliance with Laws.** Member shall comply with all laws, rules, and regulations applicable to Member, to the business and operation of Member, and to Business eDeposit Services, including, without limitation, Regulation CC, the Uniform Commercial Code and any rules established by an image exchange network through which items are processed pursuant to this eDeposit Addendum. Member further agrees that it shall have the responsibility to fulfill any compliance requirement or obligation that Landmark and/or Member may have with respect to the Business eDeposit Services under all applicable U.S. federal and state laws, regulations, and rulings, including sanction laws administered by the Office of Foreign Assets Control, and other requirements relating to anti-money laundering, including but not limited to, the federal Bank Secrecy Act, the USA Patriot Act and any regulations of the U.S. Treasury Department to implement such Acts, as amended from time to time.

**6. Confidentiality.** The Addendum, data, software, processes and other information provided

to Member in connection with Business eDeposit Services and all fee and pricing information with respect to Business eDeposit Services (the “Information”) is the proprietary and confidential property of Landmark and/or its relevant licensors or suppliers. Member agrees to use the Information only in the manner specified by Landmark and in the ordinary course of Member’s business, to return it to Landmark upon termination of Business eDeposit Services, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Member is required to disclose the Information by law.

**7. Intermediaries.** Landmark may act on any Communication and provide Business eDeposit Services using any payment system or intermediary organization it reasonably selects (“Association”). Landmark may engage third parties to provide some or all of Business eDeposit Services. Landmark shall have no obligation to disclose arrangements with third parties to Member or obtain Member’s consent thereto. Member authorizes the transfer of information relating to Member to agents of Landmark or Member for use in connection with the Business eDeposit Services or as required by law.

**8. Compliance.** Landmark’s performance of Business eDeposit Services is subject to the rules and regulations of any applicable Association (“Association Rules”). If there are any conflicts or inconsistencies between this eDeposit Addendum and the Association Rules, the Association Rules shall govern, but only to the extent necessary to address the conflict or inconsistency. Member agrees to be bound by and shall comply with the Association Rules and all laws, rules and regulations in connection with the Remote Deposit Capture Services.

**9. Data Security Requirements.** Member agrees at all times to comply with the applicable security requirements set forth in the Exhibit as the same may be revised from time to time, as well as the data protection/security requirements imposed under federal, state and local laws, rules and regulations.

**10. Payment.** Member shall compensate Landmark for the performance of Business eDeposit Services according to the applicable proposal or other Landmark correspondence or documents setting forth Member’s fees for the use of Business eDeposit Services and shall promptly pay all amounts and expenses due under this eDeposit Addendum and the Account Agreement. Member shall also pay any sales, use or similar tax applicable to the Business eDeposit Services. If Landmark is required to pay any such taxes, Member shall reimburse Landmark therefore upon demand. Member shall also pay all attorneys’ fees and other costs and expenses Landmark may incur in collecting any fees or other sums Member may owe to Landmark in connection with the Business eDeposit Services. Landmark may collect any of the foregoing amounts and any other amounts due by Member to Landmark hereunder or in connection with the provision of the Business eDeposit Services to Member by debiting any of Member’s accounts with Landmark, billing Member, and/or setting off against any amounts Landmark owes Member, without any obligation to give prior notice thereof to Member. Landmark shall also have the right to credit or debit any accounts of Member with Landmark to correct any processing irregularity in connection with the Business eDeposit Services.

**11. Recordings and Records.** Either Member or Landmark may produce telephonic or electronic recordings or computer records, including email and facsimile transmissions, as evidence in any proceedings brought in connection with the Business eDeposit Services. Member agrees to Landmark’s telephonic or electronic recording for security and quality of service purposes. Member shall retain each check which has been converted to a digital image in a safe and secure environment for such time as Member deems necessary and advisable, but no fewer than 45

days and no more than 60 days after such check has been digitized and processed. Member will promptly (but in any event within 5 Business Days) provide any retained check (or, if the check is no longer in existence, a sufficient copy of the front and back of the check) to Landmark as requested to aid in the clearing and collection process or to resolve claims by third parties with respect to any check. Member will use a commercially reasonable method approved by Landmark to destroy checks after Member's retention period has expired.

**12. Discrepancies.** Member shall promptly notify Landmark in writing of any error in connection with Business eDeposit Services and any discrepancies between any records maintained by Member and any notice Member receives from Landmark with respect to Business eDeposit Services and shall provide Landmark with any information it may reasonably request in connection therewith. Member agrees that 14 days is a reasonable time for Member to notify Landmark of errors or discrepancies, unless any other agreements, Association Rules, laws, rules or regulations provide for a shorter period.

**13. Disclosure.** Member acknowledges that Landmark may have certain legal record keeping and reporting requirements with respect to Business eDeposit Services and consents to Landmark's disclosure to payment systems, intermediary organizations, and governmental authorities of information concerning Member and Business eDeposit Services provided to Member which Landmark believes to be appropriate or necessary to fulfill such contractual and legal requirements.

**14. Fiduciary Status.** Nothing contained herein or in any Exhibit or Addendum shall be deemed to create any fiduciary status on the part of Landmark in connection with the provision of Business eDeposit Services.

**15. Disclaimer. Except for warranties expressly made in this eDeposit addendum, Landmark makes no representations or warranties, express or implied, to member, including, without limitation, any warranties regarding merchantability, suitability, fitness for a particular purpose, or noninfringement (irrespective of any previous course of dealings between the parties or custom or usage of trade), or compatibility of Landmark software, equipment or communication interfaces with those of member, or results to be derived from the use of any software, services, hardware or other materials provided under this eDeposit addendum.**

**16. Liability.** In no event will Landmark's aggregate liability under this eDeposit Addendum exceed an amount equal to the Service Fees collected by Landmark from Member for the Remote Deposit Capture Services during the twelve (12) months immediately preceding the first event giving rise to any claim (or, if the Services have been used for less than twelve (12) months, the Landmark's liability shall not exceed an amount equal to the Service Fees actually collected, as annualized to determine a twelve (12) month amount).

**17. Termination.** Any Business eDeposit Service may be terminated by either party upon 30 days' prior written notice to the other. Landmark may also terminate or suspend the Business eDeposit Services without notice to Member if any of the following occurs: (a) Member becomes insolvent or files, or has filed against it, any bankruptcy or other insolvency, reorganization, liquidation or dissolution proceeding of any kind; (b) a material adverse change occurs in Member's business or financial condition; (c) Landmark has reason to believe that Member has engaged in fraudulent or illegal activity; (d) Member fails to maintain balances in accounts sufficient to cover overdrafts; (e) Member violates the terms of this eDeposit Addendum, the Account Agreement, or any financing arrangement with Landmark; (f) Member fails to provide financial information reasonably requested by Landmark; (g) Landmark determines it is impractical or illegal to provide the Business eDeposit Services because of changes in laws, regulations or rules; (h) Landmark,

in good faith, is unable to satisfy itself that any Business eDeposit Services have been properly authorized by Member; (i) in the event that the Landmark determines that the transmissions provided by Member do not meet industry/Landmark standards, Remote Deposit services may be suspended until such time as new qualified test files have been validated; or (j) Landmark detects or reasonably suspects any virus or other program, design, or instruction which may be used to access and/or interfere with Landmark's technology or other computer systems. In all events, Landmark may suspend or terminate all Services under this Agreement (upon written notice to Member) if Landmark determines that any aspect of the Services may be contrary to law, rules, regulations or the rights of any third party. Notwithstanding any termination, the terms of this eDeposit Addendum shall apply to all transactions which have been initiated prior to termination.

**18. Construction and Interpretation.** Section headings used herein are for convenience of reference only and shall not affect the meaning or interpretation of this eDeposit Addendum.

**19. Binding Effect; Binding Upon Affiliates of Undersigned Member.**

- a. This eDeposit Addendum shall bind and benefit the parties and their successors and assigns. None of the terms of this eDeposit Addendum may be waived except as Landmark may consent in writing, and no agreement with or representation made by any employee of Landmark that is in conflict with this eDeposit Addendum will be binding on Landmark unless contained in a written modification of this eDeposit Addendum signed by an authorized officer of Landmark. No delay on the part of Landmark in exercising any right or power under this eDeposit Addendum shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this eDeposit Addendum preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this eDeposit Addendum are cumulative and not exclusive of any rights or remedies which Landmark would otherwise have.
- b. As used in this Agreement, "Member" means the Member who has enrolled in the remote deposit service and all affiliates of the undersigned Member. "Affiliates" shall include, without limitation, all parent, subsidiary, and brother-sister companies, and other companies controlled by, or under common control with, the undersigned Member. Third party processors acting on behalf of the Member are deemed "Affiliates" in relation to this agreement. As of the date hereof, the undersigned Member's Affiliates are identified on Exhibit "B" hereto. The undersigned Member shall update Exhibit "B" from time to time to assure that it remains complete and current. Any party which qualifies as an Affiliate shall be considered an Affiliate notwithstanding the omission of such party from Exhibit "B". The undersigned Member warrants and represents that it has full authority, right and power to execute this Business eDeposit Addendum on behalf of, and thereby bind, each of its Affiliates.

**20. Modification or Amendment.** Landmark, in its sole discretion, may from time to time amend, modify or revise any of the terms of this eDeposit Addendum or restate this eDeposit Addendum in its entirety. Any amendment, modification, revision or restatement shall be conclusively deemed to have been accepted by Member upon Member's use of the Business eDeposit Services after the effective date of such change, provided that Landmark has notified Member of such change in accordance with terms of the Business Treasury Management Services Agreement. If Member rejects such change prior to the effective date of such change and Member has not used the Business eDeposit Services after such effective date, either party may terminate this eDeposit Addendum upon ten (10) days written notice to the other party as provided in the Business Treasury Management Services Agreement.

**21. Applicable Law and Jurisdiction.** This eDeposit Addendum will be governed by and construed in accordance with the laws of the state of Wisconsin. In the event of any court action in connection with this eDeposit Addendum, the parties agree and submit to the personal and exclusive jurisdiction of and venue in the federal and state courts (as applicable) located in Waukesha County, Wisconsin.

**22. Attorney's Fees.** If any action is brought by either party against the other regarding the subject matter of this eDeposit Addendum, including any court action or arbitration proceedings, the prevailing party shall be entitled to recover, in addition to any relief granted, reasonable attorney's fees, costs of court, expert witness fees and other expenses of action.

**23. Notices.** All notices permitted or required to be given under this Service Addendum shall be provided in accordance with the Treasury Management Services Agreement.

**24. Entire Agreement.** This eDeposit Addendum, the Exhibit, and Account Agreement constitute the entire agreement between Landmark and Member with respect to Business eDeposit Services and supersede any prior agreements between Landmark and Member with respect thereto.

**25. Miscellaneous.** An investigative or Consumer Report may be made in connection with Member's request and/or use of the Business eDeposit Services. Applicant authorizes Landmark, or any credit bureau or any credit reporting agency employed by Landmark to investigate the references given or any other statements or data obtained from Applicant, or any of the undersigned principals. The undersigned represents and warrants that he/she has read and understands the eDeposit Addendum, accepts and agrees to abide by all of the terms of eDeposit Addendum, and has authority to execute this eDeposit Addendum.

## EXHIBIT A

**General Time Periods:** Landmark shall use commercially reasonable efforts to process and present items for payment within a reasonable period of time of its Receipt and Acceptance of an item using the Remote Deposit Capture Services.

**Business Day:** Monday through Friday, excluding holidays, from 9:00 a.m. to 4:00 p.m. CT

**Fee:** Fees for equipment, installation and the service shall be assessed in accordance with the applicable proposal or other Landmark correspondence or documents setting forth Member's fees for the use of Business eDeposit Services.

**Limits:** Landmark may, at any time, establish daily dollar limits applicable to items submitted to Landmark using the Remote Deposit Capture Services; and, any such limits may be increased or decreased from time to time by Landmark.

**Hardware and Software Requirements:** Hardware and software used in connection with Business eDeposit Services must meet the following requirements or compatibility, as applicable:

Operating System: Windows10+, macOS Browser: Chrome, Firefox, Edge, IE11 High speed internet connection Certified Scanners:

- Canon® CR L-1
- Canon® CR-25
- Canon® CR-50
- Canon® CR-55
- Canon® CR-80
- Canon® CR-120
- Canon® CR-150
- Canon® CR-135i
- Canon® CR-180
- Canon® CR-190i
- CheXpress® CX35
- Panini® I:Deal®
- Panini® My Vision X™
- Panini® Vision X™
- Digital Check® CX30
- Digital Check® TS230
- Digital Check® TS240
- TellerScan® TS250

**Image Quality Requirements:** The Image Quality Requirements are federal standard X9.37 specification. Landmark may change such requirements at any time, and from time to time, upon fifteen (15) days written notice.

**Secure Communication Line Requirements:** All communication lines used to provide the

Remote Deposit Capture Services shall be provided through the following types of secure lines: SFTP or HTTPS.

**Receipt and Acceptance Requirements:** A deposit using Business eDeposit Services will be received and accepted by Landmark when all of the following have occurred:

1. Landmark has preliminarily verified that the image quality of the item is acceptable to Landmark in its discretion, all item information is complete, and the deposit totals are balanced to the item information provided for the deposit; and
2. Landmark has successfully performed all further validation routines with respect to the deposit; and
3. The daily dollar limit for individual items or the total deposit has not been exceeded; and
4. Landmark has received the item during a Business Day; and
5. The Hardware, Software, Secure Communication Line, and Date Protection/Security Requirements have been satisfied.

Notwithstanding the foregoing, items received by Landmark for deposit may be rejected by Landmark in Landmark's sole discretion.

**MICR Adjustments:** Member agrees that Landmark has the right to make MICR line adjustments to any item presented based on the image provided by the member for deposit.

**Funds Availability Rules:** Landmark may need to review your check before your deposit is processed. This review may take up to 4 hours to complete, however longer review times may apply based on factors determined in our sole discretion. Deposits made on non-business days or after 4:30 p.m. Central time will be reviewed and processed the next business day. You may also check Business Digital Banking for the current status and available balance. When the deposit is accepted, up to \$275 will be credited to your account and available for withdrawal the same day. Any remaining funds will be available for withdrawal the next business day. Please retain the check for 60 days. Sign into Landmark Credit Union to review a complete list of your approved deposits.

**Returned Items:** Any credit to your account for checks deposited using Business eDeposit is provisional. If original checks deposited through Business eDeposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you, but that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for all loss, cost, damage or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an original check if it has been charged back to you.

We may debit any of your accounts to obtain payment for any item that has been rejected or returned, for any adjustment related to such item or for any warranty claim related to such item, whether or not the rejection, return, adjustment or warranty claim was made timely.

**Landmark, in its sole discretion, may from time to time amend, modify, revise or replace any of the terms of this Exhibit. Any amendment, modification, revision or replacement shall be conclusively deemed to have been accepted by Member upon Member's use of the Business eDeposit Services after the effective date of such change, provided that Landmark has notified Member of such change in accordance with the terms of the Business Treasury Management Services Agreement. If Member rejects such change prior to the effective date of such change and Member has not used the Business eDeposit Services after such effective date, either party may terminate this eDeposit Addendum upon ten (10) days written notice to the other party as provided in the Business Treasury Management Services Agreement.**

**EXHIBIT B**

**Affiliates as of** \_\_\_\_\_

The following is a complete listing of all of \_\_\_\_\_  
[Member] Affiliates, as defined in Section 19(b) of the eDeposit Addendum:

|       |       |
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This Exhibit B replaces and supersedes any prior Exhibits or agreements as to its subject matter as of the date of its execution.

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| <p><b>Member Name(s):</b></p> <p>_____</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> |
|---|