

VILLAGE OF MAPLE PARK, ILLINOIS

RESOLUTION 2017-14 Approved: November 7, 2017

**A RESOLUTION AUTHORIZING AND DIRECTING THE
VILLAGE PRESIDENT TO ENTER INTO MASTER
TREASURY MANAGEMENT AGREEMENT WITH OLD
SECOND NATIONAL BANK**

**BE IT RESOLVED BY THE VILLAGE OF MAPLE PARK, OF KANE COUNTY
AND DEKALB COUNTIES, ILLINOIS, as follows:**

Section 1. That the Village President be authorized and directed to execute a Master Treasury Management Agreement with Old Second National Bank ("Financial Institution").

Section 2. That the Village Clerk of the Village of Maple Park be authorized and directed to attest the Village President's signature.

Section 3. The agreement between the Village of Maple Park, the Financial Institution shall continue in effect until it is rescinded by mutual consent of the parties hereto.

Section 4. That this Resolution shall be in full force and effect from and after its adoption and approval.

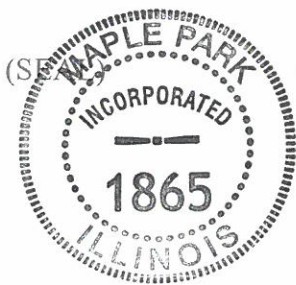
PASSED by the Board of Trustees of the Village of Maple Park, Kane and DeKalb Counties, Illinois at its regular Board meeting held on November 7, 2017.

Ayes: Dries, Goucher, Harris, Dalton, Higgins, Shaver

Nays: None

Absent: None

APPROVED by the Village President on November 7, 2017.



Kathleen Curtis
Kathleen Curtis, Village President

ATTEST:

Elizabeth Peerboom
Elizabeth Peerboom, Village Clerk



**OLD SECOND NATIONAL BANK
MASTER TREASURY MANAGEMENT AGREEMENT**

The following information represents the Master Treasury Management Agreement between

Village Of Maple Park identified under Tax ID 36-2524762 and
OLD SECOND NATIONAL BANK ("Financial Institution," "we," "our," "ours"). This Master Agreement, including, as applicable, any related authorization form(s), Setup Form(s), the signature card, rate and fee schedule, and any applicable and other instructions and the terms and conditions contained herein relating to specific Services that may be provided in connection herewith (collectively, this "Master Agreement"), sets forth the terms and conditions governing the provision of Treasury Management Services to your or anyone authorized by you (collectively, "Customer," "you," "your," "yours") and describes your and our rights, responsibilities and obligations. In any event, Customer agrees that the use by Customer of any Service shall, without any further action or execution or acceptance of any documentation on the part of Customer, constitute Customer's acceptance of and agreement to Financial Institution's terms and conditions for the use of such Service as may be in effect as of the time of such usage, whether set forth in this Master Agreement, any applicable Product Schedule or otherwise prescribed by Financial Institution. In the event of a conflict between the terms of this Master Agreement and those of any Product Schedule, the terms within each Product Schedule shall govern and control with respect to the Service at issue. In order to activate the Service, you must have at least one Account with us linked to the relevant Service(s).

Therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, you and Financial Institution, intending to be legally bound, do hereby agree as follows:

1. Definitions.

The following terms and definitions apply when used in this Master Agreement.

"Administrator" will be authorized and responsible for creating and maintaining Online Banking users.

"Account" or "Accounts" means one or more checking, savings, money market deposit or loan account that you have with us.

"Account Access" means your ability to access account and transaction information on Accounts and transfer funds between Accounts through the Internet.

"Account Agreement" means the agreement between you and us that governs the use of your Account including the deposit account agreement, any funds availability agreement, electronic funds transfer agreement or disclosure, line of credit agreement, and our schedule of fees and charges.

"ACH" means Automated Clearing House.

"ACH Network" means the automated clearing house funds transfer system governed by the NACHA Operating Rules that provides for the interbank clearing of electronic debit and credit entries for participating financial institutions.

"ACH Processing Limits" means the maximum amount of credit that the Financial Institution will provide to the Customer for settlement of Entries on any one day, as set forth on the Set-up Forms and adjusted from time to time by Financial Institution in its sole discretion and without prior notice to Customer.

"Authorized ACH Representative" means the employees or agents of the Customer who are authorized to add, amend, and delete Entries and/or files on behalf of the Customer and to provide instructions, requests and other communications to the Financial Institution that are binding on the Customer, as identified on the Set-up Forms.

"ASP" means Application Service Provider.

"Business Day(s)" means 8:00 a.m. to 5:00 p.m. Monday through Friday. Federal Holidays are not considered business days. Some online transaction deadlines may vary from this definition.

"Check Issue Activity" means the current reporting period for customers providing Issue Files.

"CPP" means Customer Payment Portal, the link placed on Customer's website that permits payments by End Users under the Service.

"Customer Account" means a depository account maintained by the Customer at the Financial Institution for the purpose, among others, of funding and receiving Entries.

"Credit Entry" means an Entry for the deposit of funds to the account of a Receiver.

"Debit Entry" means an Entry for the payment of funds from the accounts of a Receiver.

"Deposit Account Agreement" has the meaning provided in Section 11f.

"Effective Entry Date" means the settlement date with respect to a particular Entry.

"End User" means the person or corporate entity who is a "Receiver" under NACHA Rules and has authorized Customer to charge a transaction to his/her or its account.

"End User Registration" means the registration of the End User's information for use outside of Quick Pay for single and/or recurring payments or donations. Additionally, End User Registration allows the End User to set up account(s) to debit, create reports, and maintain End User and account information.

"Entry" and "Entries" have the meaning provided in the Rules, and also mean the data received from the Customer under this Product Schedule, from which the Financial Institution prepares Entries.

"Equipment" refers to any software or scanner used to access certain Services.

"Exception Check" means an item presented for payment that was not part of an Issue File.

"Electronic" means electrical, digital, magnetic, wireless, optical or electromagnetic technology, or any other technology that entails similar capabilities.

"Issue Check File" means a list of checks drawn off an account issued by the customer.

"ODFI" means Originating Depository Financial Institution as defined in the Rules.

"On-Us Entry" means an Entry to or from a Receiver's account maintained at the Financial Institution.

"O2 Online Banking" means Financial Institution's online banking service currently known as "O2 Online Banking" pursuant to which customers may access certain Services.

"Original Item" means the original paper check.

"Password" means the confidential identification number or other code assigned to you by us or selected by you for identification purposes in connection with the use of our Services.

"Pay Request" means a decision made on an Exception Check or ACH Entry to pay the item.

"PC" means personal computer (including any personal data assistant or other wireless access device) that meets the requirements for use of Business O2 Online Banking Services.

"Product Schedule" refers to a separate section within this Master Agreement for certain Treasury Management Services offered by Financial Institution.

"Quick Pay" means the method of payment that allows the End User to make a payment without having to register and maintain End User's information.

"RDFI" means Receiving Depository Financial Institution as defined in the Rules.

"Receiver" means a party whose account(s) at the Financial Institution or an RDFI is/are credited or debited by means of Entries submitted by the Customer.

"Return Request" means a decision made on an Exception Check or ACH Entry to return the item.

"Scanner" refers to scanning equipment used to electronically submit deposits.

"Service(s)" means any Treasury Management service (also sometimes called a "Product Schedule") described within its own section headings within this Master Agreement, as may be updated from time to time by Financial Institution.

"Set-Up Forms" means the set-up forms or authorization documentation and addenda provided to Customer which are made a part of this Master Agreement and constitute Customer's acceptance of a particular Service or Product Schedule.

“Software” means any software or application that is used for Treasury services.

“TPSP” means a Third Party Service Provider that performs functions for the Customer related to the processing of Entries.

“UCC” means the Uniform Commercial Code.

“Web Entry(ies)” means an ACH debit Entry to a consumer account initiated by Customer pursuant to an authorization that is obtained from the End User via the CPP. The WEB SEC code cannot be used to initiate credit Entries except for reversals of WEB debit Entries.

Other definitions may be set forth elsewhere in this Master Agreement.

2. Setup and Use of Treasury Management Services.

a. Eligibility. To have access to the Services you must be an authorized user of the Software you select, if required for use with the Equipment. Prior to your first use of Treasury Management Services, the Financial Institution will assign you temporary login credentials that must be changed upon accessing the Service.

b. Security Procedure. The use of a Password, in addition to other authentication methods described in this Master Agreement or related documents, is a security procedure established by Financial Institution to authenticate the identity of the person attempting to gain access to the Service. The security procedure is not designed for the detection of errors. We may require you to change your Password from time to time for security reasons. You should keep your Password in a secure location. Any person having access to your Password will be able to access these Services and perform all transactions, including reviewing Account information and making Transfers to other Accounts and to other persons. You are responsible for safeguarding the Passwords. Providing these Passwords to another person effectively constitutes a grant of authority to access your accounts.

c. You agree to comply with the “Security Procedures” and any other Security Procedures Financial Institution directs you to use, and you acknowledge and agree that the Security Procedures, including (without limitation) any code, password, personal identification number, user identification technology, token, certificate, layered security, or other element, means, or method of authentication or identification used in connection with a Security Procedure (“Security Devices”), constitute commercially reasonable security procedures under applicable law for the initiation of the Services you utilize, including without limitation, transfers and access to confidential information. You authorize us to follow any and all instructions entered and transactions initiated using applicable Security Procedures unless and until you have notified us, according to notification procedures prescribed by us, that the Security Procedures or any Security Device has been stolen, compromised, or otherwise become known to persons other than you or your representative(s) and until we have had a reasonable opportunity to act upon such notice. You agree that the initiation of a transaction or instructions using applicable Security Procedures constitutes sufficient authorization for Financial Institution to execute such transaction or instruction notwithstanding any particular designation by you of authorized persons or signature requirements identified on any signature card or other documents relating to your deposit account maintained with Financial Institution, and you agree and intend that the submission of transactions and instructions using the Security Procedures shall be considered the same as your authorized written signature in authorizing us to execute such transaction or instruction. You acknowledge and agree that you shall be bound by any and all transactions initiated through the use of such Security Procedures, whether authorized or unauthorized, and by any and all transactions and activity otherwise initiated by you, to the fullest extent allowed by law. You further acknowledge and agree that the Security Procedures are not designed to detect error in the transmission or content of communications or transaction initiated by you and that you bear the sole responsibility for detecting and preventing such error.

d. You agree to appoint and designate an administrator (the “Administrator”) who will be authorized and responsible for creating and maintaining subsequent User ID’s, Passwords, PINS and tokens on your behalf, including assigning and revoking access privileges for persons to use the Service, (“User”) and providing new and subsequent Security Devices to those Users. Financial Institution will provide Customer’s designated Administrator, through United States postal mail and/or other delivery service selected by Financial Institution at Financial Institution’s option, with a User ID and Password, and tokens to be distributed by the Administrator to each User with respect to one or more of the Services. Customer understands that the Administrator has the capability of providing administrative privileges identical to that of the Administrator to any User, including the ability to create and maintain subsequent User accounts and assigning and revoking access privileges. If these privileges are granted by the Administrator to a User, that User will also be considered an Administrator. Customer will be required to use the Security Device each time it accesses the Services. Customer acknowledges that any Administrator shall have the ability to control security levels such as Service access and Service transaction limits, including without limitation the ability to assign dollar amount limits to transfers of funds. You also agree that the Administrator or any User shall also have the authority on behalf of Customer to electronically accept and approve any and all agreements and amendments to agreements by and between Financial Institution and Customer, including but not limited to this Master Agreement.

e. You agree to keep all Security Procedures and Security Devices protected, secure, and strictly confidential and to provide or make available the same only to your authorized representative(s). You agree not to disclose or provide any Security Procedures or Security Devices to any unauthorized person. You also agree that Users shall not share Security Devices with each other. Where you have the ability to change or modify a Security Device from time to time (e.g., a password or ID), you agree to change Security Devices frequently in order to ensure the security of the Security Device. You agree to notify us immediately, according to notification procedures prescribed by us, if you believe that any Security Procedures or Security Device have been stolen, compromised, or otherwise become known to persons other than you or your authorized representative(s) or if you believe that any transaction or activity is unauthorized or in error. In the event of any actual or threatened breach of security, we may issue you a new Security Device or establish new Security Procedures as soon as reasonably practicable, but we shall not be liable to you or any third party for any delay in taking such actions. You agree to indemnify, defend all claims, and hold Financial Institution harmless from any loss, damages, or expenses, including but not limited to attorney’s fees, caused by you, your employees’, or agents’ failure to keep the Security procedures or Security Device confidential and secure.

f. You agree to notify us immediately, according to notification procedures prescribed by us, if the authority of any authorized representative(s) shall change or be revoked. You shall recover and return to us any Security Devices in the possession of any of your authorized representative(s) whose authority to have the Security Device has been revoked.

g. We reserve the right to modify, amend, supplement, or cancel any or all Security Procedures, and/or to cancel or replace any Security Device, at any time and from time to time in our discretion. We will endeavor to give you reasonable notice of any change in Security Procedures; provided that we may make any change in Security Procedures without advance notice to you if we, in our judgment and discretion, believe such change to be necessary or desirable to protect the security of our systems and assets. Your implementation and use of any changed Security Procedures after any change in Security Procedures shall constitute your agreement to the change and your agreement that the applicable Security Procedures, as changed, are commercially reasonable and adequate for the purposes intended.

3. Access.

Services are generally accessible 24 hours a day, seven days a week, except that the Services may be inaccessible for a reasonable period on a daily basis for system maintenance or processing. We are not liable under this Master Agreement or any applicable Product Schedule for failure to provide access due to a system failure or due to other unforeseen acts. We may modify, suspend, or terminate access to the Services at any time and for any reason without notice or refund of fees you have paid. The Financial Institution may change the terms and conditions of this Master Agreement or any applicable Product Schedule from time to time to conform with changes or advancements in our services, or as required by law or regulation. All such changes will be made according to the procedures outlined in the Online Banking Terms and Conditions located at www.oldsecond.com. Use of O2 Online Banking after the effective date of such changes will constitute your consent to the changes.

4. Equipment Requirements.

Unless otherwise noted, in order to use the Services, you must first obtain your own personal computer with Internet connection capability and related equipment (the "Hardware"). You also must provide the type of Internet access required by the Hardware and/or Software, which requires a web browser with Java scripting capabilities and 128-bit SSL encryption. Also recommended is the most current and prior major releases of the following browsers: Microsoft Internet Explorer (IE), Firefox, Safari and Google Chrome. Once the Hardware has been properly connected and any required Internet access has been established, you will be able to access the Services' website. You are and will remain solely responsible for the purchase, hookup, installation, loading, operation and maintenance of the Hardware, Software, and the Internet access service to your PC, and for all related costs. You are solely responsible for virus protection and maintenance of your PC. Financial Institution shall have no responsibility for failures, interruption or other defects in the Services, which are occasioned by incompatible, improperly installed or improperly maintained hardware and software. The Financial Institution may add to, modify, or replace software programs used in conjunction with providing the Services under this Master Agreement or any applicable Product Schedule at its sole discretion and without notice, provided Services rendered to you are not substantially negatively affected or obligations altered. From time to time the Financial Institution may deem it necessary to hold training or retraining classes for you. You agree that you will require appropriate personnel to participate in such training.

5. Treasury Management Services.

a. Available Services. Business Customers may select from the following Services:

- Positive Pay
- Remote Deposit
- Account Reconciliation
- Wire Transfers
- Sweep Services
- ACH Origination
- Customer Payment Portal
- ACH Filter

These activities are limited to the extent noted herein and in the agreements governing your various accounts with us. *You must execute the applicable Product Schedules to use these services. Other Services not referenced above may also be available with the execution of applicable Product Schedules.

b. Additional Services. Additional services may be included in an update to this Master Agreement or in other separate agreements to notify you of the existence of any new services available. Information about new services generally may be obtained from our website at www.oldsecond.com. By using these services when they become available, you agree to be bound by the terms and conditions contained in this Master Agreement or separate agreements covering these services.

c. Vendor.

You acknowledge and agree that the Service can be provided by an independent third party service provider ("Vendor") as selected by Financial Institution, and that both the Vendor and the Service are subject to change from time to time without notice to you. You further acknowledge, agree, and stipulate that the Vendor is an independent contractor providing software and data transmission services and is not the agent of you or Financial Institution. Neither the Financial Institution nor the Vendor is responsible for the actions or omissions of the other.

6. Additional Information about the Services

a. Scheduled Transfers and Payments. Transfers and Payments from your Account will be deducted on the date you instruct us to process them. If the date you schedule a Transfer or Payment falls on a weekend or holiday, we will process your transaction the

business day before the weekend or holiday. We may refuse to act on your Transfer instructions or Payment request if sufficient funds, including funds available under any overdraft protection plan, are not available in your Account on the date you want us to make the Transfer or Payment.

- b. **Funds Availability.** You are fully obligated to us to provide sufficient funds for any payments or transfers you make or authorize to be made. If we complete a payment or transfer that you make or authorize and we subsequently learn that you have insufficient funds for the transaction, you agree that we may reverse the transaction or offset the shortage with funds from any other deposit account(s) you have with us to the extent permissible by the applicable law and the terms of any other relevant agreements. If there are insufficient funds in your Account to make a Transfer or Payment, we may refuse to make the Transfer or Payment or we may make the Transfer or Payment and overdraw your Account. In either event, you are responsible for any non-sufficient funds ("NSF") charges that may apply.
- c. **Cut Off Times.** The Financial Institution's cutoff times are listed below and are in Central Time, Monday through Friday, not including Federal Holidays. The Financial Institution may change its cut off times at any time upon notice to Customer. These deadlines will not apply if the Financial Institution is prevented from processing due to Equipment or electronic failures or any other condition beyond the reasonable control of the Financial Institution.

<u>Service</u>	<u>Cutoff Time</u>
Positive Pay Exception Decisions	12:00pm
Remote Deposit Capture	7:00pm
Wire Transfers	4:00pm
ACH Origination	4:00pm
Same Day ACH Origination	12:45pm

- d. **Canceling Transactions.** You may cancel a pending Transfer or Payment transaction. However, to do so, we must receive your instruction to cancel prior to the cutoff time on the Transfer Day the transaction is scheduled to be processed. If we don't receive your instruction to cancel a transaction before that time, we may process the transaction.
- e. **E-Mails.** The Financial Institution will not immediately receive e-mail that you send. Therefore, you should not rely on e-mail if you need to communicate to the Financial Institution immediately. For example, if you need to stop payment on a check, to report a lost or stolen card, or to report an unauthorized transaction from one of your accounts, you should contact the Financial Institution immediately by calling us (see Section 11e). The Financial Institution will not take actions based on your e-mail requests until the Financial Institution actually receives your message and has a reasonable opportunity to act.

7. Recurring Transactions.

Recurring transactions are those made for the same amount, on the same date, on a weekly, bi-monthly, monthly basis, etc. Once started, recurring Payments and Transfers will be made automatically until you delete the Payment or Transfer or upon expiration.

8. Limitations. Your use of these Services is subject to the following limitations:

- a. **Dollar Amount.** There may be a limit on the dollar amount of the transactions you can make using these Services. Security reasons limit the dollar amount of transactions and these limits are subject to change from time to time. Payment can only be made with U.S. currency.
- b. **Frequency.** In addition to the Federal banking regulations that restrict the number of transfers and withdrawals, there may be limits on the number of transactions you can make using these Services. These limits are for security reasons and are subject to change.
- c. **Additional Limitations.** Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

Additional limitations may be contained in this Master Agreement or the applicable Product Schedule. Your ability to initiate transactions may also be limited by the terms of other agreements you have with the Financial Institution or by applicable law.

9. Parties' Responsibilities.

Your Responsibility.

- a. **Physical and Electronic Security.** You are solely responsible for providing for and maintaining the physical, electronic, procedural, administrative, and technical security of data and systems in your possession or under your control. We are not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any material downloaded or otherwise obtained is obtained at your own discretion and risk, and Financial Institution is not responsible for any damage to your computer or operating systems or for loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You are solely responsible for maintaining and applying anti-virus software, security patches, firewalls, and other security measures with respect to your operating systems, and for protecting, securing, and backing up any data and information stored in or on your operating systems. Financial Institution is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on your operating systems.

You acknowledge and agree that it is your responsibility to protect yourself and to be vigilant against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). You agree to educate your representative(s), agents, and employees as to the risks of such fraud and to train such persons to avoid such risks. You acknowledge that Financial Institution will never contact you by e-mail in order to ask for or to verify Account numbers, Security Devices, or any sensitive or confidential information, and will never provide links to websites in e-mails that Financial Institution transmits to you. In the event you receive an e-mail or other electronic communication that you believe, or has reason to believe, is fraudulent, you agree that you shall not respond to the e-mail, provide any information to the e-mail sender, click on any links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, you agree that Financial Institution is not responsible for any losses, injuries, or harm incurred by you as a result of any electronic, e-mail, or internet fraud.

In addition to the security measures described above, there may be other security notices posted on the website regarding security issues. It is your responsibility to read all applicable notices. If you have more questions about our security systems for conducting transactions safely over the Internet, please contact us. We recommend your browser settings be set so your browser will check for new versions of Temporary Internet files every time you start your browser.

In the event of a breach of the Security Procedure, you agree to assist Financial Institution in determining the manner and source of the breach. Such assistance shall include, but shall not be limited to, providing Financial Institution or Financial Institution's agent access to your hard drive, storage media and devices, systems and any other equipment or device that was used in breach of the Security Procedure. You further agree to provide to Financial Institution any analysis of such equipment, device, or software or any report of such analysis performed by you, your agents, law enforcement agencies, or any other third party. Your failure to assist Financial Institution shall be an admission by you that the breach of the Security Procedure was caused by a person who obtained access to your transmitting facilities or who obtained information facilitating the breach of the Security Procedure from you and not from a source controlled by Financial Institution.

- b. **Duty to Inspect.** You shall inspect all transaction history, reports, journals, and other material evidencing the output of the Service(s) performed by Financial Institution. You must report all errors to the Financial Institution for Services performed and indicated in the transaction history, reports, journals, and other material evidencing the output of the Service(s) or otherwise reported to you daily by the close of business on the banking day following the day on which the Service(s) is rendered. You must report all other errors within a reasonable time not to exceed thirty (30) days from the date that the error is made. Failure of you to promptly report errors within such specified time shall preclude you from asserting against the Financial Institution any claims arising from the error or any loss caused by the error.

Audit Rights and Customer Controls. Upon the request of Financial Institution, Customer agrees that Financial Institution may inspect the location where Customer maintains the Equipment together with the Original Items and Electronic Items and all associated documentation and data. This shall also include inspection and review of any of Customer's IT infrastructure, internal processes, security and other controls used by Customer in connection with the Service ("Controls"). In the event Financial Institution determines, in its sole judgment, any deficiencies in any Customer Controls, Financial Institution may require Customer to institute and/or maintain revised or additional Controls as a condition of use of the Service by Customer.

- c. **Financial Information.** Financial Institution may from time to time request information from you in order to evaluate a continuation of the Service(s) to be provided by Financial Institution hereunder and/or adjustment of any limits set by this Master Agreement or any applicable Product Schedule. You agree to provide the requested financial information immediately upon request by Financial Institution, in the form required by Financial Institution. If you refuse to provide the requested financial information, or if Financial Institution concludes in its sole discretion that the credit risk of you is unacceptable, Financial Institution may terminate the Service according to the provisions hereof. You authorize Financial Institution to investigate or reinvestigate at any time any information provided by you in connection with this Master Agreement or any applicable Product Schedule or any Services and to request reports from credit bureaus and reporting agencies for such purpose.
- d. **Deadlines.** You shall deliver or transmit all data or information to Financial Institution by the deadline(s) specified in this Master Agreement or any applicable Product Schedule and any relevant Operating Instructions. Financial Institution shall have no obligation to process data or perform the Service if the data is not received by the Financial Institution by the specified deadline.
- e. **Payment for Services.** You authorize the Financial Institution to deduct all applicable Monthly Fees from any Account listed on the Product Schedule. If you close the Account(s) associated with the Service, Fees may be deducted from any other account you maintain with us or any of our affiliates. Furthermore, Financial Institution may set off against any amount it owes to you in order to obtain payment of your obligations under this Master Agreement or any applicable Product Schedule.
In addition to the Service fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with the Service, this Master Agreement, and/or the software or equipment made available to you (excluding any income tax payable by Financial Institution). You are also responsible for the costs of any communication lines and any data processing charges payable to third parties.
- f. **Required Deposit Balance.** You agree to maintain the minimum collected balance ("Required Deposit Balance") in the amount and in the account specified in the Product Schedule establishing the terms and conditions of the specific Services selected by you and the set of detailed instructions ("Operating Instructions") establishing the procedures and operating instructions governing the Service.
- g. **Date and Information Supplied by You.** You shall transmit or deliver data and other information in the format and on the media as provided for in the Product Schedule and the Operating Instructions if applicable or as otherwise required by the Financial Institution in conjunction with rendering the Service(s) selected by you. You shall have the sole responsibility of ensuring the accuracy and correctness of the data transmitted. You acknowledge and agree that Financial Institution shall not examine the data for

correctness and the Financial Institution shall not have any responsibility for detecting errors in the data transmitted by you. The data transmitted by you must be legible, correct and complete. Financial Institution shall not process, and Financial Institution shall not be liable to you for failure to process, the data if it is not in the format specified by Financial Institution or if the data is incomplete. Financial Institution shall not be liable for errors or omissions caused by data that is rejected as the result of your failure to provide the data in accordance with the standards specified in the Master Agreement or any applicable Product Schedule and the Operating Instructions.

- h. **Remotely Created Checks.** If you use a Service wherein you create or deposit a Remotely Created Check, as that term is defined in Federal Reserve Board Regulation CC, you warrant to Financial Institution that the person on whose account the Remotely Created Check is drawn authorized the issuance of the check in the amount stated on the check and to the payee stated on the check.
- i. **Use of Services.** You will use the Services only for your own internal business use in accordance with the terms of this Master Agreement. Without limiting the generality of the foregoing, you agree not to make the Services available or allow use of the Services in a computer bureau service business, timesharing, or otherwise disclose or allow use of the Service by or for the benefit of any third party. FURTHER, YOU REPRESENT AND WARRANT THAT NONE OF THE ACCOUNTS HAVE BEEN ESTABLISHED OR ARE BEING OR WILL BE USED FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES AND THAT YOU ARE NOT A "CONSUMER" UNDER REGULATION E – ELECTRONIC FUNDS TRANSFER ACT (HEREIN, "REG. E").
- j. **Prohibited Transactions.** You agree not to use or attempt to use the Services (a) to engage in any illegal purpose or activity or to violate any applicable law, rule or regulation, (b) to breach any contract or agreement by which you are bound, or (c) to engage in any internet or online gambling transaction, whether or not gambling is legal in any applicable jurisdiction, (d) to engage in any activity or business that would result in you being or becoming a "money service business" as defined in the Bank Secrecy Act and its implementing regulations, or (e) to engage in any transaction or activity that is not specifically authorized and permitted by this Agreement. You acknowledge and agree that Financial Institution has no obligation to monitor your use of the Services for transactions and activity that is impermissible or prohibited under the terms of this Agreement; provided, however, that Financial Institution reserves the right to decline to execute any transaction or activity that Financial Institution believes violates the terms of this Agreement.
- k. **The Financial Institutions Responsibilities.** Financial Institution agrees to use ordinary care in rendering Services under this Master Agreement and any applicable Product Schedule. You recognize and agree that ordinary care does not mean error free. You agree to pay all attorneys' fees, costs and expenses Financial Institution may incur in collecting any sums you owe to Financial Institution for overdrafts, service charges or otherwise or in enforcing any rights Financial Institution may have under the terms of this Master Agreement and any applicable Product Schedule or applicable law, rule or regulation applicable to your account(s) or the Services rendered by Financial Institution under this Master Agreement and any applicable Product Schedule. You also agree to pay all attorneys' fees, costs and expenses that Financial Institution may incur as the result of defending any claim or action made against Financial Institution by you, or on your behalf where Financial Institution is found not to be liable for such claim. In no event shall Financial Institution be liable to you for attorneys' fees incurred by you in any action brought by you against Financial Institution. Our sole responsibility for an error in a transfer will be to correct the error.
- l. **Any Transaction or Instruction. We will not honor a request for a transfer if:**
 - (a) it exceeds your collected funds on deposit with the Financial Institution, unless agreed to in advance by both parties; (b) it is not in accordance with any condition indicated by you and agreed to by the Financial Institution; (c) the Financial Institution has reason to believe it may not be authorized by you; (d) it involves funds subject to hold, dispute, or legal process preventing their withdrawal; (e) it would violate any provision of any present or future risk control program of the Federal Reserve or any current or future rule or regulation of any other federal or state regulatory authority; (f) it is not in accordance with any other requirement stated in this Master Agreement or any Financial Institution policy, procedure or practice; or, (g) it is for the protection of the Financial Institution or you, the Financial Institution has reasonable cause not to honor.
- m. **Privacy/Information Sharing.** The importance of maintaining the confidentiality and privacy of the information provided by you is one of our highest priorities. We may disclose information about your Accounts or the Transfers you make: (a) where it is necessary for completing the transfers or processing or maintaining your Accounts; (b) in order to verify the existence or condition of your Accounts for a third party such as a credit bureau or merchant; (c) in order to comply with legal process, government agency or court orders; (d) to other financial institutions with whom we have joint marketing agreements; or (e) otherwise as permitted by law or pursuant to our privacy policy. An explanation of our privacy policy will be provided to you separately in the manner required by applicable law. Please review it carefully. Our privacy policy may change from time to time and is always available on our website (<http://www.oldsecond.com/main/privacy-policy/>) and at our Financial Institution locations.
- n. **Confidential Information.** All information of a business nature relating to the assets, liabilities or other business affairs disclosed to the Financial Institution by you and your customers in connection with this Master Agreement and any applicable Product Schedule is confidential. Financial Institution shall not, without the express written consent of you, disclose or permit access to any such information by any person, firm or corporation and Financial Institution shall cause its officers, employees, and agents to take such action as shall be necessary or advisable, to preserve and protect the confidentiality of disclosing such information to persons required to have access thereto for the performance of this Master Agreement and any applicable Product Schedule, or to any other party to which the Financial Institution may be required by law to report such information. You agree to hold confidential and to use only in connection with the Service provided under this Master Agreement and any applicable Product Schedule all information furnished to you by Financial Institution or by third parties from whom Financial Institution has secured the right to use the Service, including, but not limited to, Financial Institution's product and service pricing structure, system design, programming techniques or other unique techniques. In addition, should you at any time receive or acquire any information relating to another customer of the Financial Institution, you shall promptly return such information to Financial Institution and not reveal such information to any other party and shall not make use of such information for your own benefit. Financial Institution and your obligations and agreements

under this paragraph shall not apply to any information supplied that was known to either party prior to the disclosure by the other, or is or becomes generally available to the public other than by breach of this Agreement, or otherwise becomes lawfully available on a non-confidential basis from a third party who is not under an obligation of confidence to either party. Notwithstanding anything to the contrary contained herein, it is authorized and agreed by the parties hereto that the performance of said Service is or might be subject to regulation and examination by authorized representatives of the Comptroller of the Currency, the Board of Governors of the Federal Reserve System, the Board of Directors of the Federal Deposit Insurance Corporation, and/or a State regulatory agency and you agree to the release of your reports, information, assurances, or other data as may be required by them under applicable laws and regulations. You agree that any specifications or programs developed by the Financial Institution in connection with this Master Agreement and any applicable Product Schedule or supplied or made available to you by Financial Institution are the exclusive property of Financial Institution, its agents, suppliers, or contractors, and further agrees that such material shall not be copied or used in any manner or for any purpose without the express written consent of Financial Institution. This clause shall survive the termination of this Master Agreement.

- o. Termination Upon Written Notice.** Either you or the Financial Institution may terminate this Master Agreement, any applicable Product Schedule, and your O2 Online Banking subscription at any time. If you terminate O2 Online Banking, you authorize the Financial Institution to continue making transfers you have previously authorized and continue to charge monthly fees until such time as the Financial Institution has had a reasonable opportunity to act upon your termination notice. Once the Financial Institution has acted upon your termination notice, the Financial Institution will make no further transfers from your accounts, including any transfers you have previously authorized. If the Financial Institution terminates your use of O2 Online Banking, the Financial Institution reserves the right to make no further transfers from your accounts, including any transactions you have previously authorized.
- p. Immediate Termination.** Either party shall have the right to terminate this Master Agreement, any applicable Product Schedule, and your O2 Online Banking subscription immediately by giving written notice to the other if such other party: (i) ceases to conduct its business in the ordinary sense, (ii) has any substantial part of its property become subject to any levy, seizure, assignment or application for sale for, or by, any creditor or government agency, (iii) is a party to an acquisition or (iv) in the reasonable judgment of the party seeking termination, experiences an adverse change in its financial condition or business which impairs the ability of such party to perform its obligations under this Master Agreement or any applicable Product Schedule, (v) fails to perform its obligations under this Master Agreement or any applicable Product Schedule or defaults under any other agreement between the parties or (vi) makes any warranty or representation which proves to be false or misleading. Financial Institution may immediately terminate this Master Agreement and/or any applicable Product Schedule without notice if, (a) you or we close your Account(s), or (b) in Financial Institution's sole discretion, Financial Institution determines that you have abused the O2 Online Banking Service or Financial Institution believes that it will suffer a loss or other damage if the Master Agreement and/or applicable Product Schedule is not terminated.
- q. Rights Cumulative.** Financial Institution's election to terminate this Master Agreement and/or any applicable Product Schedule is in addition to any and all other remedies that may be available to Financial Institution and will not affect any obligations you may have to Financial Institution. Any reinstatement of the Service under this Master Agreement and/or any applicable Product Schedule will be at Financial Institution's sole discretion and must be agreed upon in writing by an authorized representative of Financial Institution.
- r. Rights/Duties Upon Termination.** Upon termination of this Master Agreement and/or any applicable Product Schedule, any property or rights of a party in the possession of the other party, tangible or intangible, shall be returned to owner thereof within 30 days after the later to occur of (i) termination of the Master Agreement and/or any applicable Product Schedule or (ii) the last date that such party receives any such property or rights. Upon termination of this Master Agreement and/or any applicable Product Schedule, (i) you will promptly pay to Financial Institution all sums due or to become due under this Master Agreement and/or applicable Product Schedule, and (ii) you shall have no further right to make use of the Service or any system or software which may have been provided in connection with the Service.

10. Changes in Terms and other Amendments.

The Financial Institution may amend the terms of this Master Agreement and any applicable Product Schedule (including the fees and charges for Services listed) or any supplemental agreement at any time in its sole discretion by giving written notice to you. If required by agreement or by applicable law, notice will be given for the required applicable number of days in advance of such amendments by mailing a copy of the amendment to you at your most recent address shown on our records or, if you have previously agreed, by providing notice delivered to the last email address you have provided us. Your continued use of the Services shall constitute your agreement to such amendment. No amendments requested by you shall be effective unless received in writing by Financial Institution and agreed to by the Financial Institution in writing.

11. Other Provisions.

- a. Electronic Notices.** We may deliver to you any required disclosures and other notices concerning these Services or your Accounts by e-mail or other appropriate electronic means in accordance with Financial Institution's Electronic Statement Delivery Authorization and relevant agreement(s). You may use e-mail to contact us about inquiries, maintenance and/or some problem resolution issues. E-mail may not be a secure method of communication. Thus we recommend you do not send confidential personal or financial information by e-mail. Messages can be sent securely through Online Banking by selecting the Contact Us button. There may be times when you need to speak with someone immediately (especially to report a lost or stolen Password, or to stop a payment). In these cases, **do not use e-mail**. Instead, you should call us at the number provided in Section 11e.

- b. **Hours of Operation.** Our representatives are available to assist you from the hours of 8 a.m. to 5 p.m. Central Standard Time, Monday through Friday, except holidays, by calling the number provided in Section 11e.
- c. **Ownership of Website.** The content, information and offers on our website are copyrighted by Financial Institution and/or Vendor and the unauthorized use, reproduction, linking or distribution of any portions is strictly prohibited. You agree not to copy, display, distribute, download, license, sub-license, modify, publish, repost, reproduce, reuse, sell, transmit, create a derivative work from or otherwise use for public or commercial purposes, the information and materials on the Sites, except as provided in this Master Agreement, without our express written permission. Unless otherwise noted, all other trademarks, service marks, and logos used on the Financial Institution's sites are the trademarks, service marks or logos of Financial Institution, or others as indicated.
- d. **Web-linking Practices.** Financial Institution may provide access to information, products or services offered on other third party web sites. The Financial Institution is not responsible for, nor does control, the content, products, or services provided by linked sites. The Financial Institution does not endorse or guarantee the products, information or recommendations provided by linked sites, and is not liable for any failure of products or services advertised on those sites. In addition, each third party site may provide less security than the Financial Institution and have a privacy policy different than that of the Financial Institution. Your access, use and reliance upon such content, products or services is at your own risk.
- e. **Contact Information.** In case of questions about your electronic transactions contact customer service at:

OLD SECOND NATIONAL BANK
 Attn: Treasury Support
 37 S River St.
 Aurora, IL 60506
 Phone: (630) 966-2455
 Fax: (630) 618-3813
 Email: osbtreasurysupport@oldsecond.com

- f. **Deposit Account Agreement.** You acknowledge and agree that your demand deposit account maintained with Financial Institution is an integral part of the Services offered by Financial Institution and that all transactions and Services initiated or processed pursuant to this Master Agreement are subject to the terms and conditions of the rules, regulations and agreement ("Deposit Account Agreement") governing accounts in effect from time to time between you and Financial Institution. The Deposit Account Agreement is expressly incorporated herein by reference. The terms and conditions of this Master Agreement shall control over any inconsistent terms and conditions of the Deposit Account Agreement. You acknowledge that you have signed and executed all agreements, resolutions, signature cards and forms governing your demand deposit account required by Financial Institution. If you have not signed the foregoing forms required by Financial Institution, by signing this Master Agreement, you acknowledge that you have read the contents of and agree to be bound by the terms of those forms, agreements and documents, and adopt and ratify, as an authorized signatory(s), the signature(s) of any person(s) who has signed a signature card or any check on your account. You also agree to establish all accounts that must be opened in conjunction with the Service provided by Financial Institution.
- g. **Effective Dates.** The effective date of this Master Agreement and any applicable Product Schedule shall be the date upon which the Agreement is executed by you and accepted by Financial Institution.
- h. **Internet Disclaimer.** For any Service(s) described in the Agreement utilizing the Internet, Financial Institution does not and cannot control the flow of data to or from Financial Institution's network and other portions of the Internet. Such flow depends in large part on the performance of Internet Services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt your connections to the Internet (or portions thereof). Financial Institution cannot guarantee that such events will not occur. Accordingly, Financial Institution disclaims any and all liability resulting from or related to such events and in no event shall Financial Institution be liable for any damages (whether in contract or in tort) that are attributable to the public Internet infrastructure, your ability to connect to the Internet, or Financial Institution's ability to connect to the Internet on your behalf.
- i. **Limitation of Liability.** YOU AGREE THAT FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF THE USE BY YOU OF ANY SERVICE EVEN IF YOU, FINANCIAL INSTITUTION OR FINANCIAL INSTITUTION'S SERVICE PROVIDER HAVE BEEN SPECIFICALLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT ALLOWED BY LAW, FINANCIAL INSTITUTION'S LIABILITY TO YOU UNDER THIS MASTER AGREEMENT OR ANY APPLICABLE PRODUCT SCHEDULE SHALL BE LIMITED TO CORRECTING ERRORS RESULTING FROM FINANCIAL INSTITUTION'S FAILURE TO EXERCISE ORDINARY CARE OR TO ACT IN GOOD FAITH. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT WILL FINANCIAL INSTITUTION BE LIABLE TO YOU FOR AN AMOUNT GREATER THAN THE FEES ACTUALLY PAID BY YOU AND RECEIVED BY FINANCIAL INSTITUTION DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM FIRST ACCRUED, WHICH SHALL BE DETERMINED BY THE EARLIER OF THE DATE WHEN YOU FIRST BECAME AWARE OF THE CLAIM OR THE DATE WHEN, THROUGH THE EXERCISE OF REASONABLE CARE, YOU REASONABLY SHOULD HAVE BECOME AWARE OF THE CLAIM.

YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF THE SERVICES SHALL BE AT YOUR SOLE RISK AND THAT THE SERVICES ARE PROVIDED BY FINANCIAL INSTITUTION ON AN "AS IS" BASIS.

EXCEPT AS EXPRESSLY SET FORTH IN THIS MASTER AGREEMENT, FINANCIAL INSTITUTION MAKES NO, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WHATSOEVER TO YOU OR TO ANY OTHER

PERSON AS TO THE SERVICES OR ANY ASPECT THEREOF, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, OR SUITABILITY. YOU AGREE THAT NO ORAL OR WRITTEN ADVICE OR REPRESENTATION OBTAINED FROM ANY FINANCIAL INSTITUTION EMPLOYEE OR REPRESENTATIVE SHALL CREATE A WARRANTY OR REPRESENTATION FOR PURPOSES OF THIS MASTER AGREEMENT OR ANY SERVICES TO BE PERFORMED PURSUANT HERETO.

FINANCIAL INSTITUTION MAKES NO REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, TO YOU AS TO ANY COMPUTER HARDWARE, SOFTWARE, OR EQUIPMENT USED IN CONNECTION WITH THE SERVICES (INCLUDING, WITHOUT LIMITATION, YOUR COMPUTER SYSTEMS OR RELATED EQUIPMENT, YOUR SOFTWARE, OR YOUR INTERNET SERVICE PROVIDER OR ITS EQUIPMENT), OR AS TO THE SUITABILITY OR COMPATIBILITY OF FINANCIAL INSTITUTION'S SOFTWARE, INTERNET DELIVERED SERVICE, EQUIPMENT OR COMMUNICATION INTERFACES WITH THOSE THAT YOU USE, OR AS TO WHETHER ANY SOFTWARE OR INTERNET DELIVERED SERVICE WILL PERFORM IN AN UNINTERRUPTED MANNER, INCLUDING (BUT NOT LIMITED TO) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY ERRORS OR FAILURES RESULTING FROM DEFECTS IN OR MALFUNCTIONS OF YOUR COMPUTER HARDWARE OR SOFTWARE, FOR THE QUALITY OF PERFORMANCE OR LACK OF PERFORMANCE OF ANY COMPUTER SOFTWARE OR HARDWARE OR INTERNET DELIVERED SERVICES SUPPLIED BY FINANCIAL INSTITUTION TO YOU IN CONNECTION WITH THIS MASTER AGREEMENT, OR FOR THE TRANSMISSION OR FAILURE OF TRANSMISSION OF ANY INFORMATION FROM YOU TO FINANCIAL INSTITUTION OR FROM FINANCIAL INSTITUTION TO YOU. FINANCIAL INSTITUTION SHALL NOT BE RESPONSIBLE FOR NOTIFYING YOU OF ANY UPGRADES OR ENHANCEMENTS TO ANY OF YOUR COMPUTER HARDWARE OR SOFTWARE.

- j. **Relationship of Parties.** Customer and Financial Institution acknowledge and agree that the relationship between Financial Institution and Customer is that of an independent contractor and that this Master Agreement does not establish or create a general agency, joint venture, partnership, or employment relationship between them.
- k. **Force Majeure.** The Financial Institution shall not be responsible for any liability, loss, or damage resulting from Financial Institution's failure to perform any Service or to perform any other obligations under this Master Agreement and any applicable Product Schedule which is caused by an act of God, fire, floods, adverse weather or atmospheric conditions or other catastrophes; war, sabotage, riots, acts of public enemy, or acts of governmental authority or the Board of Governors of the Federal Reserve; labor difficulties; equipment or computer failure or destruction or the unavailability, interruption, or malfunction of communications facilities or utilities; delays or failure to act by you or third parties and their personnel; criminal acts; or generally any cause reasonably beyond the Financial Institution's control.
- l. **Reimbursement.** Any reimbursement by Financial Institution for any liability hereunder may be made either directly to you or by adjustment of the aggregate ledger and collected balances of your accounts.
- m. **Indemnification.** In addition to other indemnification and liability provisions elsewhere in this Master Agreement and any applicable Product Schedule, to the fullest extent allowed by law, you will be liable for, hold harmless, and will indemnify Financial Institution, and their employees and agents from and against all claims of any sort by third parties or others arising out of this Master Agreement and any applicable Product Schedule, including all losses and expenses incurred by Financial Institution arising out of your failure to report required changes, transmission of incorrect data to Financial Institution, or failure to maintain compliance with all laws, regulations and rules. Except for those losses caused directly by Financial Institution's failure to exercise ordinary care or to act in good faith, you agree to indemnify and hold Financial Institution, its officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to (i) any Services performed in connection with this Master Agreement and any applicable Product Schedule, (ii) Financial Institution's action or inaction in accordance with or reliance upon any instructions or information received from any person reasonably believed by Financial Institution to be an authorized representative of you or Authorized User, (iii) your breach of any of your covenants, agreements, responsibilities, representations or warranties under this Master Agreement and any applicable Product Schedule, and/or (iv) your breach of applicable laws, rules or regulations.
- n. **Waiver of Jury Trial.** YOU AND FINANCIAL INSTITUTION AGREE THAT THE TRANSACTIONS PROCESSED UNDER THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE INVOLVES "COMMERCE" OR "BUSINESS TRANSACTIONS". YOU IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS MASTER AGREEMENT OR ANY PRODUCT SCHEDULE.
- o. **Governing Law.** These terms and conditions of this Master Agreement and any applicable Product Schedule shall be governed by and construed with the laws of the State of Illinois, without regard to its conflict of law provisions and without regard to your state of residence.
- p. **Enforcement.** In the event a dispute arises either directly or indirectly under this Master Agreement, the venue for any and all litigation resulting therefrom shall be in a court of appropriate jurisdiction in the State of Illinois. YOU IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF ILLINOIS LOCATED IN KANE COUNTY, ILLINOIS AND THE COURTS OF THE UNITED STATES OF AMERICAN FOR THE NORTHERN DISTRICT OF ILLINOIS LOCATED IN CHICAGO, ILLINOIS, AND YOU AGREE THAT ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS THE FOREGOING MAY BE BROUGHT IN SUCH COURTS. The prevailing party in any such action shall be entitled, subject to applicable law, to payment by the other party of its reasonable attorney's fees (which may be or include the allocable cost of in-house counsel) and costs, including fees for any litigation, arbitration, mediation, appeal, or bankruptcy proceedings, and any post-judgment collection actions, if applicable.
- q. **Compliance with Laws, Rules, and Regulations.** You agree to comply with all existing and future instructions used by the Financial

Institution for processing of transactions. You further agree to comply with and be bound by all applicable state or federal laws, rules and regulations affecting the use of checks, drafts, fund transfers, and ACH transactions, including but not limited to, rules and procedural guidelines established by the Federal Trade Commission ("FTC"), the Board of Governors of the Federal Reserve, the National Automated Clearing House Association ("NACHA") and any other clearinghouse or other organization in which Financial Institution is a member or to which rules Financial Institution has agreed to be bound. These laws, procedures, rules, regulations, and definitions shall be incorporated herein by reference.

r. **Miscellaneous Provisions.**

Headings. The headings and captions contained in this Master Agreement and any applicable Product Schedule are included only for convenience of reference and do not define, limit, explain, or modify this Master Agreement and any applicable Product Schedule or its interpretation, construction, or meaning.

Severability. The holding of any provision of this Master Agreement and any applicable Product Schedule as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Master Agreement and any applicable Product Schedule, which shall remain in full force and effect.

Waiver. No waiver by the Financial Institution (whether or not in writing) of any term, condition, or obligation of you under this Master Agreement and any applicable Product Schedule shall bind the Financial Institution to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

Binding Effect. This Master Agreement and any applicable Product Schedule shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

Entire Agreement. This Master Agreement and any applicable Product Schedule constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Master Agreement.

Transfers and Assignments. You cannot transfer or assign any rights or obligations under this Master Agreement and any applicable Product Schedule without Financial Institution's written consent. The Financial Institution may assign its rights and delegate its duties under this Master Agreement and any applicable Product Schedule to a company affiliated with the Financial Institution or to any other party.

Positive Pay Service - Product Schedule

1. **Positive Pay Service.**

You may use the Service to quickly identify and act upon fraudulent items as well as quickly reconcile your Authorized Accounts. You provide the Financial Institution with a file detailing all checks drawn on an Authorized Account ("**Issued Check File**"). Customer must submit the Issued Check File to Financial Institution as agreed and set forth in this Product Schedule to be imported into the Financial Institution's system for comparison to checks being presented for payment against your Authorized Accounts. In addition to checks, you may also elect to monitor and approve or reject Automated Clearing House ("**ACH**") Entries (as defined in the NACHA Rules) that are presented as a debit or credit against Customer's Authorized Accounts, unless you otherwise agree to a different or additional ACH fraud prevention service with the Financial Institution to establish ACH Authorization transaction rules. The Customer shall indicate their Positive Pay Service election for each Authorized Account on the attached Authorized Accounts designation form.

2. **Issued Check File; Establishing ACH Rules.**

- a. The Customer shall submit to the Financial Institution an Issued Check File on every banking day that you issue checks. Customer shall also provide to Financial Institution, on the appropriate Set-up Forms, the information required to allow Customer to determine which ACH Entries may be debited or credited to Customer's Authorized Accounts.
- b. The Issued Check File shall accurately state the check number and the exact amount of each check drawn on each Authorized Account since the last Issued Check File was submitted. Each Authorized Account shall require an Issued Check File for all checks issued.
- c. The Customer shall electronically transmit the Issued Check File to the Financial Institution through the Financial Institution's online banking system, or as otherwise agreed by the Financial Institution and you.
- d. The Customer shall transmit the Issued Check File to the Financial Institution by 2:00 p.m. Central Standard Time.
- e. In the event of a system failure, either that of you or of the Financial Institution, that prevents the Financial Institution from receiving or processing the Issued Check File, the Issued Check File shall be considered as not received even if the Financial Institution is in possession of such file.

3. **Customer Representations and Warranties.**

- a. Customer represents, warrants and agrees that each Check Issue File constitutes Customer's agreement that all checks listed on the Check Issue File are properly payable by Financial Institution. By transmitting a Check Issue Report to Financial Institution, Customer represents and warrants that all checks presented to Financial Institution for payment that match the information on the Check Issue File or for which Financial Institution receives an instruction to pay (by the default selected or otherwise) constitutes Customer's acceptance of such Presented Check as properly payable and Customer agrees that Financial Institution exercises ordinary care whenever it pays such check and Financial Institution may charge the Authorized Accounts and shall have no liability in connection with such check presented to Financial Institution for payment.
- b. Customer understands that Customer will be liable under this provision for checks fraudulently listed on the Check Issue File, and for checks that may not be detected under the procedures identified by this P, such as checks with forged signatures or altered payee names, and Customer agrees to accept such risk of liability.

c. Customer hereby assumes sole responsibility for determining if checks presented for payment from the Authorized Account(s) are authorized to be paid from such Authorized Account(s); however, the foregoing is not intended to relieve the Financial Institution of its obligation to compare information under the terms of this Product Schedule.

4. Reporting of Exception Checks and ACH Entries.

- a. The Financial Institution shall compare each presented check by check number, if any, and amount against each Issued Check File received by the Financial Institution.
- b. The Financial Institution may pay and charge to the Authorized Account each presented check that matches a check shown on any Issued Check File, provided that there are adequate available funds in the Authorized Account to pay such check.
- c. The Financial Institution shall provide an Exception Report on the Financial Institution's online banking system that identifies any presented check that does not match a check included in the Issued Check File (each, an "**Exception Check**") and specifies the check number and the check amount of any such Exception Checks. All ACH Entries are exceptions unless otherwise specified under the terms of a separate service establishing ACH Authorization transaction rules.

5. Pay Request or Dishonor of Exception Checks and ACH Entries.

- a. The Customer is responsible for reviewing the Exception Report and making the decision whether to pay or return each Exception Check and every ACH Entry, unless a separate ACH fraud prevention service is otherwise agreed upon.
- b. The decision must be entered into the Financial Institution's online banking system no later than 12:00 p.m. Central Time each banking day.
- c. Any Exception Check or ACH Entry that you indicate should be returned will not be paid ("**Return Request**").
- d. If the Customer indicates that an Exception Check or ACH Entry should be paid or takes no action by the 12:00 p.m. Central Time deadline, the Financial Institution shall consider the Exception Check or ACH Entry "authorized" and "properly chargeable" to the Authorized Account and will finally pay it ("**Pay Request**").
- e. Any communication, including any Pay Request or Return Request, purported to have been sent by Customer will be deemed to have been sent by and authorized by Customer, and Financial Institution is authorized by Customer to act in reliance thereon in good faith, even though the communication was unauthorized.
- f. This Product Schedule does not cover a check if the Financial Institution has already cashed, negotiated or paid the check or if the Financial Institution is already committed to honor or pay such check under applicable laws, regulations or rules governing such items. Notwithstanding the foregoing, Customer agrees that Financial Institution has no obligation to cash over the counter any check that is an Exception Check, and Financial Institution's refusal to do so shall not be deemed the wrongful dishonor thereof. If an Exception Check is presented to be cashed over the counter, the Financial Institution will use its best efforts to contact the Customer or an individual who is authorized on the Authorized Account for confirmation that the Exception Check can be paid. Without confirmation from the Customer or an authorized individual on the Authorized Account, the Exception Check will not be cashed over the counter.

6. Customer and Financial Institution Communication.

- a. The Customer or the Financial Institution, at its discretion, may each submit to the other party a revision of any communication provided for under this Product Schedule with respect to the Service. The revised communication must (i) be sent in its entirety and not in the form of a partial amendment to the communication originally sent, (ii) identify the original communication, and (iii) be sent within reasonable time for the receiver to act upon said revision. A properly submitted revised communication serves to revoke the original communication.
- b. The Financial Institution shall use only Issued Check Files that comply with Section 2 and have not been revoked in accordance with any Customer communication(s) received by the Financial Institution in the preparation of the Exception Reports under this Product Schedule.
- c. The Financial Institution is not responsible for detecting any Customer error contained in any Issued Check File, Pay Request, or Return Request sent by the Customer to the Financial Institution.

Remote Deposit Service – Product Schedule

1. Equipment and Support.

You may lease or purchase a scanner from Financial Institution for use with the Service or you may obtain your own scanner equipment ("**Scanner**"), provided that such scanner must be compatible with the Service and any software or application (including an application service provider website ("**ASP**") provided or required by Financial Institution to use the Service (collectively, the "**Software**"), which Financial Institution may change at any time during your use of the Service. The Scanner and the Software are collectively referred to herein as the "**Equipment**". You agree to obtain and maintain secure access to the internet for the Service and to follow the Security Procedures (hereinafter defined). If you lease Equipment from the Financial Institution, the Financial Institution Service Representative should be contacted if you encounter Equipment problems, provided, however, that Financial Institution shall not be liable for any failure or error made by the Equipment. For problems that are not able to be resolved, the Financial Institution will make its best effort to provide replacement Equipment in a timely manner; provided, however that Financial Institution shall have no liability for any failure or delay in providing such support.

2. Procedures.

- a. Customer will use the Equipment to scan both the front and back of any original paper checks, and thereby also capturing the MICR encoding on, and any required data from, each check made payable to the Customer ("**Original Item**") for deposit into the Account.

Customer agrees to only scan and deposit check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). The Original Item will be converted into an electronic image and, along with the other information entered into the Service (the image and the other information entered shall hereinafter be referred to as an "Electronic Item"). The Electronic Item is then transmitted to the Financial Institution for further presentment and deposit into the Account. Any complete batch file of Electronic Items submitted by the Customer at the same time shall be referred to herein as a "File". Customer agrees that the image of the check that is transmitted to the Financial Institution shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code. Customer agrees not to remotely deposit any check that: (i) is not payable to Customer, and therefore is not an Original Item, (ii) are in violation of any law, rule or regulation, (iii) Customer knows, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Original Item is drawn, (iv) have not been previously endorsed by a financial institution and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Financial Institution's prior written consent, (v) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (vi) is a remotely created check, or (vii) which are not acceptable to the Financial Institution for deposit into a deposit account as provided in any account agreement, which is incorporated by reference and made a part hereof.

b. Customer must subsequently confirm that Electronic Items were properly credited to the Account within one (1) Business Day. A "Business Day" is any day on which the Financial Institution is open to the public for carrying on substantially all of its business, other than a Saturday, Sunday or other day on which the Financial Institution is not permitted or is required to be closed.

c. Customer acknowledges and agrees that from time to time the Customer's File may not be received by the Financial Institution. Financial Institution shall not be deemed to have received a File and shall not be responsible for or liable for the Electronic Items included in such File until the File is received by Financial Institution's server and in compliance with all of Financial Institution's operating requirements and procedures and the deposit total verified. The risk of loss resulting from the failure to properly transmit a File is the sole responsibility of the Customer. Financial Institution shall notify Customer if there is an error in the deposit amount through the Financial Institutions online information reporting system.

3. Image and MICR Quality.

Each Electronic File transmitted by Customer to Financial Institution shall contain images of the front and the back of the Original Items scanned and remotely deposited by Customer. Each image of each Original Item shall be of such quality that the following information can clearly be read and understood by sight review of such image:

- (a) the amount of the check;
- (b) the payee of the check;
- (c) the signature of the drawer of the check;
- (d) the date of the check;
- (e) the check number;
- (f) the information identifying the drawer and the paying financial institution that is preprinted on the check, including the MICR line; and
- (g) all other information placed on the check prior to the time an image of the check is captured, such as any required identification written on the front of the check and any indorsements applied to the back of the check.

Each image shall also meet all standards for image quality established by the American National Standards Institute ("ANSI"), the Board of Governors of the Federal Reserve or any other regulatory agency, clearing house or association.

Customer shall also capture and transmit to Financial Institution the full-field MICR encoding on each Original Item. In accordance with the Procedures herein, Customer shall ensure that the following information is captured from the MICR line of each Original Item:

- (a) the American Bankers Association routing transit number ("RTN");
- (b) the number of the account on which the check is drawn;
- (c) when encoded, the amount of the check; and
when encoded, the serial number and the process control field of the check.

4. Customer's Warranties and Responsibilities.

When you produce and present an Electronic Item to Financial Institution using the Service, you are representing and warranting that:

a. **No Duplicates.** None of the Electronic Items are duplicates of any Original or Electronic Item already submitted or paid by any depository bank, drawee, drawer, or endorser.

b. **Complete, Legible and Accurate.** The information and/or images contained in the Electronic Items are complete (meaning that all of the information including endorsements on the front and back of the Original Item were scanned or entered into the RDC system), legible, and accurate. Therefore, Financial Institution is authorized to process Electronic Items based on the amount you entered without examining the Original Item to verify any data or information contained therein and will disregard any notation containing "paid in full" or other restrictive notation, whether preprinted or handwritten. If you encounter any illegible items that you cannot resolve prior to producing and presenting an Electronic Item to Financial Institution, Financial Institution will make commercially reasonable efforts to assist you in posting the Original Item; provided that you have notified Financial Institution of the issue and provided all information required by Financial Institution.

c. **US Dollars/Bank.** Original Items are payable in United States dollars and drawn on a bank located within the United States.

d. **Balanced.** Files are to be balanced before being sent for processing. This means the sum of all Electronic Items presented at the same time must equal the total amount of the deposit.

e. **Check 21 Law.** You are responsible for all warranties or indemnifications for the Reconverting and Truncating Bank, as defined in the federal law commonly known as The Check Clearing for the 21st Century Act ("Check 21 Law").

5. Handling and Storage of Items.

- a. Processing.** Financial Institution may process Electronic Items that Customer transmits using a third-party ASP via the Internet. Instead of an Electronic Item, Financial Institution may, in its sole discretion, create a substitute check for final settlement.
- b. Storage.** Customer must retain each Original Item in a secure environment that ensures confidentiality and integrity of check information for at least thirty (30) days after Customer transmits the Electronic Item to Financial Institution. Customer shall not resubmit an Original Item without the Financial Institution's written consent. Upon expiration of this time period, Customer is responsible for preventing future negotiability of Original Items by assuring that shredding, incinerating or other appropriate means that properly and completely destroys them.
- c. Copies/Charge Back.** Financial Institution may request the Original Item or copies of Original Items at any time in accordance with the Check 21 Law. When this request is submitted, the Financial Institution will debit the amount of the check from the Customer's account. When an Original Item or a legible copy has been sent to Financial Institution and all issues have been resolved in Customer's favor, the account will be re-credited, pending acceptance of the paying bank.
- d. Error Reporting.** On each day Customer submits a File, Customer will review all input and output, controls, reports, email messages and documentation, to ensure the integrity of Files processed by Financial Institution. If any error results or any File is rejected due to incorrect Files submitted by Customer, Customer will immediately report such error to Financial Institution. On each day Customer submits a file, Customer will also check any Exception Items (defined below) to verify that all file maintenance entries and non-dollar transactions were correctly entered. Customer is responsible for initiating timely remedial action to correct any improperly processed data which such reviews would disclose. Customer agrees to take all steps necessary to protect all of the items from being re-deposited at the Financial Institution or any other financial institution, either electronically or as paper checks.

6. Funds Availability.

Customer acknowledges and agrees that the crediting and collection of Original and Electronic Items shall be subject to the Funds Availability Schedule set forth in the Account Agreement or as otherwise provided to Customer. Customer authorizes Financial Institution to place a hold on funds in the Account if, after performing risk management activities on remotely deposited checks in a File, the Financial Institution has concerns or doubts about the validity or collectability of a check.

7. License and Use of Equipment.

If the Financial Institution provides the Scanner(s) for the Customer to use, the Scanner is solely for use with the Services. Customer agrees to maintain any Scanner only at Customer's locations in the United States. For the Scanner leased and Software provided by the Financial Institution, upon termination of the Services, Customer shall return the Scanner and any Software to Financial Institution. Customer shall not remove, alter or obscure any trademark, trade name, or logo affixed to the Scanner or Software provided by Financial Institution, or accompanying labels, packaging, or containers. "License" means the non-exclusive, non-transferable right to use, during the term of the Agreement, the Applications (defined below) or other intellectual property provided by Financial Institution to use a particular Service. The manufacturer of the Scanner provided by Financial Institution has installed software on the Scanner (the "Scanner Software"). The Services, Scanner Software, Scanner, all Internet web sites or applications, software, specifications, tapes or other media, programs, procedures and equipment (collectively, the "Applications") made available by the Financial Institution to Customer and used in connection with the performance of the Service(s), will be and remain the sole property of Financial Institution or Financial Institution's Processor and will not be modified or altered in any way or used for any other purpose by Customer. Subject to acceptance or approval by Financial Institution for Customer's use of the Services, Financial Institution grants Customer a License to use the Applications during the term of the Agreement. Customer shall not (i) sell, assign, transfer, license, or publish the Applications or make copies of the Applications; or (ii) disclose, display or otherwise make available the Applications or copies of the Applications to third parties without Financial Institution's written approval. Financial Institution will provide support for only the most recent version of each Application provided or made available to Customer. Customer may not resell or otherwise transfer the Scanner provided by Financial Institution without the prior written consent of Financial Institution. Customer further agrees to maintain and update the Scanner Software, Scanner Product or other equipment used to produce or transfer Images with the quality, content and format as required by the Financial Institution.

Account Reconciliation – Product Schedule

1. Product Overview.

The services provided by Financial Institution under Account Reconciliation can include the following, as elected by Customer in the Set Up Form attached hereto as Exhibit A and incorporated herein by reference:

Full Reconciliation.

Customer transmits information (the "Issue File") about checks issued on the designated account(s) during the current reporting period ("Check Issue Activity") to the Financial Institution where the Issue File is matched to transactions that have actually cleared Customer's account for payment. The matched data is returned to Customer electronically so Customer can automatically update its accounts payable system. Customer can also see what Check Outstanding Items exist. If the Issue File is not received by the Financial Institution by the end of the business days after the end of the reporting period, the reconciliation will be performed without the Issue File. If an Issue File is not received by the deadline for three consecutive months, the service will be canceled Setup fees apply for reinstatement to full reconciliation.

Partial Reconciliation.

A listing of transactions that have cleared Customer's account is sent to Customer electronically for upload to its accounts payable system.

2. Customer Responsibilities.

- a. **Quality Check Assurance.** Customer must provide and maintain quality checks for any and all reconciliation services. Rejects due to check quality will be assessed a "Reject Quality Surcharge". The "Surcharge" will commence 30 days after notification if the quality issue is not completely resolved. Service may be discontinued should these rejects continue for a period of 90 days or more, following notification and fee assessment by the Financial Institution.
- b. **Download/E-mail Disclaimer.** Customer agrees that once Customer has downloaded a check image from the Financial Institution's secured website, or provided CD, DVD or other electronic storage medium, or after Customer has requested that Financial Institution forward a check image to the Customer, as an attachment to an e-mail transmission, Customer is solely responsible for preserving the confidentiality of any such information retrieved or sent and Customer assumes all risks involved in forwarding the check image to the Internet destination or other destination of Customer's choice. Additional fees may apply.
- c. **Updated List.** For all reconciliation services the Customer is responsible for providing and maintaining an updated list of Customer personnel authorized to receive files. Information provided on the set up will remain in effect until an appropriate Customer representative otherwise notifies the Financial Institution in writing.
- d. **Stop Payment.** In order to stop payment on a check included in the Issue File, the Customer shall deliver a stop payment order via telephone, Online Banking, or in writing prior to the presentment of the item. A cancel or void should only be used if a check has not been disbursed. Financial Institution's system will not recognize cancels as stop payments. If a stop payment order is placed after an item has been memo posted to Financial Institution's system, the stop payment will not be placed.

3. Special Paying Instructions on Reconciliation Accounts.

If approved by Financial Institution, Financial Institution shall follow the procedures for the payment of checks as specified in the Set Up Form by Customer. The Financial Institution must be given reasonable time to process the Customer's special paying instructions, and the Financial Institution reserves the right to charge fees listed in the Financial Institution's pricing schedule (or the fees disclosed in the Set Up Form below) for these services. If the Financial Institution follows the Customer's paying instructions, the Financial Institution is not liable for any damages in connection with the payment or return of Customer's check(s). The Financial Institution will use ordinary care in the examination of Customer's check(s) and in following Customer's instructions. Any claimed loss which results from the Financial Institution's payment of checks not in accordance with the Customer's instructions in the Set Up Form will be governed by the same legal principles as those concerning improper payment over a binding stop payment.

4. Limit of Liability.

- In addition to the limits of liability set forth in the Master Agreement, the following additional terms apply to reconciliation services.
- a. Without liability to any party, Financial Institution shall be entitled to cease Account Reconciliation Services if the quality of the checks, including the quality of the magnetically encoded characters on the face of each check, is below a commercially reasonable standard for processing on Financial Institution's equipment.
 - b. The term "Full Reconciliation" should not be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual checks to detect errors or alterations. Financial Institution shall not be liable for any loss arising from Customer's failure to exercise due diligence.
 - c. Payee names reported by Financial Institution to Customer in any Full Reconciliation report or database are derived from the Customer-provided database of checks issued, and not from the face of the check. Therefore, such reports cannot be used to detect fraudulent alteration of the payee name and Financial Institution shall have no liability for losses arising from Customer's reliance on the reconciliation service for this purpose.
 - d. Customer's use of this Service or Financial Institution's receipt of information associated with this Service does not impose on Financial Institution any obligation or duty with respect to Customer's accounts or the payment of checks, and Financial Institution shall have no obligation to examine or inspect any check or other item for completeness or authorization or to determine whether a check or other item is properly payable.

Wire Transfer - Product Schedule

1. Payment Orders.

This Product Schedule governs the Client's use of the Financial Institution's wire transfer service. Under this Product Schedule, the Customer requests Financial Institution to honor and act upon all requests which Financial Institution receives for the transfer of funds by wire (each a "Payment Order" as defined in Article 4A of the Illinois Uniform Commercial Code) from the Customer's Accounts (as listed on the Set-up Forms or as such Accounts are indicated from time to time in writing by Customer) to any other bank account(s) specified by Customer, whether such accounts are at Financial Institution or at another financial institution, under the terms and conditions of this Product Schedule. Financial Institution agrees to use its best efforts to act on all Customer Payment Orders received on each Business Day prior to the Financial Institution's established cutoff time. Financial Institution may use any means and routes that Financial Institution, in its sole good faith discretion, may consider suitable for the transfer of funds. The Customer may request a Payment Order at any time, but acknowledges that Financial Institution may not act on that Payment Order until the next Business Day if the Payment Order is received after the Financial Institution's cutoff time or on a non-Business Day. "Business Day" means any day other than a Saturday or Sunday or any other day that the Financial Institution, or the Federal Reserve Bank, are not open for business for whatever reason.

2. Security Procedures.

The Customer agrees to make all Payment Orders in accordance with this Product Schedule, including the procedures, access codes, passwords or other security devices described herein (the "Security Procedures") and the implementation and set-up forms and schedules (the "Set-up Forms") separately provided to Customer. The Financial Institution may revise the Security Procedures from time to time upon notice to the Customer; however, the Financial Institution may implement immediately any procedures that any third party wire transfer system imposes upon them, followed by notice to the Customer.

The Financial Institution may, but is not required to, act upon any Payment Orders made in accordance with the Security Procedures or the terms of this Product Schedule. At any time Financial Institution may require the Customer to confirm a Payment Order. Even if Customer makes a Payment Order in accordance with the Security Procedures, Financial Institution may at its discretion delay the execution of that Payment Order until Financial Institution is able to verify the authenticity of the Payment Order by any means reasonably acceptable to Financial Institution including, without limitation, placing a telephone call to Customer or its Authorized Agent. Financial Institution shall not be liable to Customer or any other person for such delay, provided that Financial Institution has acted in good faith. Customer shall be liable for any Payment Order that is made pursuant to instructions by its Authorized Agent or the Security Procedures assigned to Customer whether or not such Payment Orders were authorized, regardless of whether such amount exceeds the Customer's collected balance. Financial Institution may assume that each Payment Order received using the applicable Security Procedures is a genuine, valid and authorized Payment Order made by a person authorized to act on behalf of the Customer.

Customer acknowledges that the Security Procedures offered by Financial Institution and agreed upon by Customer, as provided herein, are commercially reasonable methods, in light of the type and frequency of the Payment Orders originated by Customer, for preventing unauthorized Payment Orders and transactions and were selected by Customer from among the procedures offered by Financial Institution for the purpose of verifying the authenticity of a Payment Order or a communication amending or canceling a Payment Order by Customer. The Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Payment Orders submitted to the Financial Institution in the name of the Customer and not to detect an error in the content of any Payment Order.

If Customer adopts a security procedure to communicate Payment Orders to Financial Institution other than as set forth in the Security Procedures then Customer will be deemed to have refused the Security Procedures that the Financial Institution is offering and recommending as commercially reasonable and, if Financial Institution accepts such Payment Order in good faith, Customer agrees to be bound by any such Payment Order, whether or not authorized, and Customer agrees to be liable to pay Financial Institution for any such Payment Order.

3. Revocation, cancellation or amendments.

Customer shall have no right to cancel or amend a Payment Order that has been accepted by Financial Institution; *provided, however*, that if Customer revokes, cancels or amends any previously issued Payment Order and the Financial Institution acts on such request, the Financial Institution shall not be obligated to refund any monies to the Customer until acceptable evidence has been received by the Financial Institution that the Payment Order has been satisfactorily terminated or amended as to all parties, including the replacement of all funds, if deemed necessary by the Financial Institution, which were transferred by the Financial Institution to effect the Payment Order. Any refund shall be less all charges and expenses incurred by the Financial Institution and the Financial Institution's agents in connection with the Payment Order, whether such revocation, cancellation, or amendment was successful.

4. Reliance on Account Numbers; Rejection of Payment Order by Financial Institution.

Customer is responsible for the contents of each Payment Order delivered to Financial Institution by Customer or by its Authorized Agent. Customer agrees that Financial Institution and any receiving bank may rely on the account number or bank identification number which appears in any Payment Order issued by Customer or on Customer's behalf, without any obligation to look at the name of the receiving person, bank or account which may also appear on the Payment Order, even if that number identifies a person, bank or account different from the person, bank or account identified by name. If Customer originates a Payment Order containing an inconsistent name and account number or bank identification number, Customer agrees that Customer will be obligated to pay Financial Institution the amount of the transfer originated by Financial Institution on the basis of that Payment Order. Financial Institution has the right to reject or suspend any Payment Order for any reason in good faith, including, without limitation, Customer's failure to maintain a sufficient balance in an Account, failure to comply with Financial Institution's requirements for processing a Payment Order or failure to comply with applicable laws and regulations. If Financial Institution rejects or suspends any Payment Order which Customer communicates to Financial Institution in accordance with the Security Procedures, Financial Institution will notify Customer of such rejected Payment Order; *provided, however*, that Financial Institution will have no liability to Customer based on its rejection or suspension of any Payment Order, or for the failure or delay in providing any notice of such rejection or suspension. If Financial Institution determines that honoring a Payment Order would cause Customer's Account designated in the Payment Order to be overdrawn, Financial Institution may, but has no obligation to, execute the Payment

Order and (a) create an overdraft in such Account or (b) transfer to the designated Account from any of Customer's other Accounts, funds sufficient to cover the deficiency in the designated Account.

5. Incoming Transactions.

Upon the Customer's request, the Financial Institution will use its best efforts to notify the Customer of incoming transactions in any manner that the Financial Institution deems acceptable within a reasonable time following receipt of such transaction. However, the Financial Institution assumes no liability (including interest or attorney's fees) for failure to give such notice.

6. International Payment Orders.

Subject to the next paragraph, if the Financial Institution receives a U.S. Dollar-denominated international Payment Order, then the Customer hereby instructs the Financial Institution either to:

a. Convert the amount of such Payment Order into the currency (the "Foreign Currency") of the country in which the beneficiary's bank is located (at the Financial Institution's sell rate for the Foreign Currency in effect on the date the Financial Institution executes such Payment Order). The Financial Institution shall execute such Payment Order by issuing a Payment Order for the corresponding amount of the Foreign Currency, and forward to the beneficiary's bank the relevant currency conversion data; or

b. Execute such Payment Order by issuing a U.S. Dollar-denominated Payment Order in the amount of such international Payment Order to an intermediary bank, and instruct such intermediary bank to convert the amount of such Payment Order into the Foreign Currency (at such intermediary bank's sell rate for the Foreign Currency in effect on the date such intermediary bank executes such Payment Order).

Notwithstanding the foregoing, if the Customer does not indicate in the international Payment Order that the beneficiary's account is denominated in U.S. Dollars, the Financial Institution reserves the right to convert the Payment Order into the Foreign Currency, except when: (i) the Payment Order involves an intermediary bank, (ii) the Payment Order exceeds a "conversion cap" established by the Financial Institution from time to time, (iii) the Foreign Currency is not eligible to be converted, or (iv) the Customer has given the Financial Institution a "No-Conversion" order.

The Customer is solely responsible for determining if the conversion of a U.S. Dollar-denominated international Payment Order into the Foreign Currency is prudent and consistent with the Customer's contractual and/or other obligations to the beneficiary. If such conversion is not consistent with those obligations, the Customer should give the Financial Institution a "No-Conversion" from U.S. Dollar order along with the international Payment Order. Moreover, if the Financial Institution receives a demand from the beneficiary or the beneficiary's bank for reimbursement of sums relating to the conversion of a U.S. Dollar-denominated international Payment Order, the Financial Institution will seek an instruction from the Customer as to whether the Financial Institution should remit those sums to the beneficiary's bank (in which event, they will be charged to the Accounts). The Customer understands that engaging in transactions involving Foreign Currency, and the conversion of U.S. Dollars to and from Foreign Currency, involves several risks, including the volatility of exchange rates, the political, technological or economic situation in the foreign country, United States Government regulation of such transactions, and non-business day or weekend risks. The Customer agrees to indemnify and hold the Financial Institution harmless from and against any liability, loss or damage incurred by the Customer or the Financial Institution in connection with any losses or claims arising from the Financial Institution's compliance with any international Payment Order.

Information regarding the current "conversion cap" and those currencies eligible for conversion may be obtained by to whether it trades those currencies generally. If the Customer desires to ensure that the Financial Institution executes an international Payment Order in a currency other than U.S. Dollars, then the Customer should denominate the international Payment Order in the desired currency.

If Financial Institution receives an international Payment Order that is denominated in a currency other than U.S. Dollars, the Financial Institution will convert the funds from the applicable Account into the requested currency (at the Financial Institution's sell rate for that currency in effect on the date Financial Institution executes said international Payment Order). Any returned funds will be converted by the Financial Institution into U.S. Dollars at the Financial Institution's then current buy rate for that currency on the day of return. The Financial Institution shall not be liable for any resulting exchange losses. If, as a result of the exchange rate, excess funds have been remitted, such funds will be returned to the Account less the exchange costs.

The Customer hereby instructs the Financial Institution that it may (i) obtain payment of its charges for services and expense in connection with the execution of an international Payment Order by issuing a Payment Order in an amount equal to the amount of that international Payment Order less the amount of the charges, and (ii) instruct any subsequent receiving bank to obtain payment of its charges in the same manner.

7. Payment; Fees and Charges.

Customer authorizes the Financial Institution to debit its Account to initiate wire transfers based on the wire transfer instructions or Payment Orders received by Financial Institution and Customer agrees to pay the Financial Institution the amount of each wire transfer no later than the date the wire transfer is processed by Financial Institution, even if such transfer results in an overdraft in an Account. Customer further agrees to pay any wire transfer fees and costs that Financial Institution may impose from time-to-time in accordance with Financial Institution's customary pricing policies and to reimburse Financial Institution for any direct or indirect

transfer or third party charges or expenses incurred by Financial Institution. Such fees, charges, or expenses shall be paid by Financial Institution charging Customer's Account(s), unless otherwise agreed by the parties. Financial Institution may periodically amend its pricing policies and may provide notice of such changes to the Customer. Customer agrees that a wire transfer request shall not exceed the current collected balance in Customer's Account(s). Financial Institution may refuse any wire transfer request if the transfer would result in an overdraft or uncollected funds. The Financial Institution is not required to act upon any transaction request which exceeds the Customer's collected balance on account with the Financial Institution or which the Financial Institution is unable to authenticate to its satisfaction. It is within the Financial Institution's sole discretion to determine whether said funds are deemed available and collected. Customer shall supply Financial Institution with any other information that Financial Institution may reasonably request, including but not limited to, dollar amounts, names and account numbers of affected accounts, dates of transfer, supplemental instructions and further evidence of any Authorized Agent's authority to transfer funds.

8. Resolution.

Customer represents and warrants that the persons listed as Agents on the Set-up Forms are employees or other authorized Agents of the Customer. Any actions taken by the Agents listed on the Set-up Forms shall bind the Customer and Financial Institution shall be entitled to rely on said actions by those listed Agents without further inquiry into the listed Agent's authority. Customer agrees that Financial Institution may, in its sole discretion, confirm changes to the Set-up Forms accompanying this Product Schedule, or any requests to change PINs/IDs or replace lost or misplaced PINs/IDs/Secure ID Tokens, using the Security Procedures specified herein for confirming/verifying transfer requests and any changes so confirmed and/or verified will be valid and binding on Customer. All notices to Customer shall be directed to the account address on record.

Customer acknowledges that they have read and received copies of this Product Schedule, including any Set-up Forms as of the date indicated below, and agrees to the terms and conditions contained herein.

Deposit Sweep Account – Product Schedule

1. Description of Deposit Sweep Account Service.

The Deposit Sweep Account Service is a Service offered by Financial Institution whereby funds are transferred between accounts based on pre-set dollar limits. The balance used for each sweep calculation will be the Collected Balance unless another balance is specifically agreed to by the Financial Institution and the Customer. Sweep transfers will be determined after all other activity has been posted to the account. Under all sweeps, the customer hereby requests and Financial Institution agrees to provide the Deposit Sweep Service in accordance with this Agreement and the Sweep Operating Instructions attached.

2. Service Charge.

Customer will designate the account that will be charged all related sweep fees.

3. Authorization.

Financial Institution is hereby authorized and directed, without further instructions from Customer, to automatically transfer funds between Customer's Sweep Accounts to maintain the Balance specified.

4. Provisions.

a. Financial Institution agrees to transfer Customer's within one banking day following the day Customer's Funds become available. A failure on the part of Financial Institution to transfer the funds shall be excused, however, if such failure results from (a) the unavailability of appropriate investments; (b) computer error or breakdown; (c) the unavailability of Financial Institution's employees assigned to initiate or make such investments; or (d) other conditions beyond the control of Financial Institution. "Funds" means only those funds of Customer in excess or deficit of the Target Balance that are available for withdrawal by Customer as a matter of right under Financial Institution's published funds availability schedule. Funds that are posted to Customer's account but are not yet available funds are not included in Funds. Any departure by Financial Institution from the preceding provisions in any one or more instances will not be deemed to vary the preceding provisions or to operate as a waiver or estoppel.

b. Customer hereby grants to Financial Institution a continuing security interest in (1) all of Customer's deposit accounts with Financial Institution, and (2) all of Customer's investments made by Financial Institution pursuant to Part D above. If any deposit account of Customer with Financial Institution is overdrawn, or if Customer defaults on any obligation, direct or indirect, including any guaranties, owed to Financial Institution, Financial Institution, at its sole discretion, may dispose of such deposit accounts and/or investments made by it pursuant to this Agreement as security for payment of the obligations then owed by Customer to Financial Institution, or Financial Institution may sell or order to be sold any investments made by it for Customer pursuant to this Agreement and the proceeds toward and as a set off against the amount owed to Financial Institution by Customer. Financial Institution shall have all of the rights and remedies available at law or in equity, including without limitation, the rights and remedies of a secured creditor under the Uniform Commercial Code in effect in the State of Illinois.

c. Customer agrees to pay Financial Institution for performing the services described in this Agreement the fees set forth in this Agreement or fee schedules provided by Financial Institution to Customer. Financial Institution may change its fees from time to time upon notice to Customer. Customer authorizes Financial Institution to collect the fees by debiting any of Customer's Accounts described in this Agreement. Or, at Financial Institution's election, Financial Institution may bill Customer for the fees, and Customer agrees to pay the fees upon receipt of Financial Institution's statement. If Customer fails to pay the fees promptly, Financial Institution may debit any of Customer's Accounts or investments with Financial Institution to collect the fees or pursue any other remedy against Customer.

Automated Clearing House – Product Schedule

1. ACH Services.

The Customer desires to initiate certain electronic funds transfers effected through the automated clearing house ("ACH") for (a) deposit of funds to accounts of other parties maintained at the Financial Institution and/or at other financial institutions, and/or (b) the payment of funds from third parties' accounts at financial institutions for the Customer's account(s) at the Financial Institution (each an "Entry" and collectively "Entries"). The Financial Institution is a financial institution, and is willing to act as an Originating Depository Financial Institution with respect to Entries initiated by the Customer on the terms and conditions set forth herein (the "ACH Services"). Entries will be originated based on instructions data or other information transmitted or otherwise communicated to the Financial Institution by the Customer or on behalf of the Customer, including using a Third Party Service Provider ("TPSP") which shall be deemed the Customer's agent under this Product Schedule. Customer must complete the appropriate Set-up Form and any required testing in order to initiate ACH Entries whether through the Financial Institution's Internet service, direct connection or other communication method offered by Financial Institution (each a "Communication Method").

2. Compliance with Rules and Laws; Limitation on ACH Entries.

a. The Customer shall at all times comply with the Operating Rules (the "Rules") of the National Automated Clearing House Association ("NACHA"), both as they now exist and as they may be amended, modified or supplemented from time to time. Any capitalized terms that are not specifically defined in this Product Schedule shall have the meanings provided in the Rules. The terms of this Product Schedule shall in no way limit the Customer's obligation to comply with the Rules.

b. The Customer specifically acknowledges and agrees that it will not originate any Entry that does not comply with the Rules or the laws of the United States. This prohibition includes, but is not limited to, laws and regulations of the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC") relating to transactions and/or Receivers that are the subject of economic sanctions or embargo programs or other similar restrictions. The Customer further specifically acknowledges that only the ACH Entries of the type identified on the Set-up Forms will be accepted by the Financial Institution for processing, subject to such modifications or restrictions as may be made by the Financial Institution from time to time in its sole good faith discretion.

3. Security Procedures.

a. Purpose of Security Procedures.

The Customer agrees to make all Entries in accordance with this Product Schedule, including the procedures, access codes, passwords or other security devices described herein and as separately provided to Customer (the "Security Procedures") and the Set-up Forms. The Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Entries submitted to the Financial Institution in the name of the Customer and not to detect an error in the content of an Entry. No security procedures for the detection of such errors has been agreed upon by the Customer and the Financial Institution. Customer agrees that an Entry, amendment or cancellation delivered or transmitted by Customer or on its behalf under the terms of this Product Schedule shall be effective as the Customer's funds transfer instruction or Payment Order (as defined in Article 4A of the Illinois Uniform Commercial Code) and will be effective and enforceable against Customer whether such entry was not in fact authorized by the Customer if such Entry, amendment or cancellation is received in accordance with the applicable Security Procedures and Financial Institution accepts such entry in good faith.

b. Protection of Security Procedures.

The Customer has the sole responsibility to establish and maintain procedures to adequately safeguard against unauthorized Entries; provided, however, that the Customer agrees that is shall, at a minimum, comply with the Security Procedures offered and provided by Financial Institution. The Customer acknowledges that the Security Procedures offered by Financial Institution and agreed upon by Customer are commercially reasonable methods, in light of the type of frequency of ACH transactions and Entries originated by Customer, for preventing unauthorized ACH transactions and Entries.

The Customer warrants that no individual will be allowed to initiate Entries in the absence of proper supervision and safeguards, and the Customer will take responsible steps to maintain the confidentiality of any user IDs, passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the ACH Services agreed to hereunder. If the Customer believes or suspects that any security information or instructions are known, compromised, lost, stolen or have been accessed by unauthorized persons, the Customer shall notify the Financial Institution immediately. **Telephoning the Financial Institution at the number listed herein or subsequently provided by Financial Institution to Customer is the best way of limiting your possible loss. Failure to notify the Financial Institution immediately could result in the loss of all money in your account (plus your maximum overdraft line of credit, if applicable).**

The Customer may add or delete any Authorized ACH Representative(s) at any time by a properly executed amendment to or replacement Set-Up Forms, which shall be effective following the Financial Institution's receipt of it and a reasonable time to act. The Customer must immediately provide a revised Set-Up Form to the Financial Institution as changes occur which require that Authorized ACH Representatives be added or deleted in order to ensure continued security. Further, the Financial Institution shall be entitled to rely and act upon any verbal or written notice, response, request or other communication believed by the Financial Institution to be genuine and provided by an Authorized ACH Representative(s) whose name(s) is set forth on the Set-Up Forms. Any such communication shall be deemed genuine and to be provided by such person on the Customer's behalf.

The Customer acknowledges the risks associated with internet payments and agrees to maintain the appropriate safeguards on all computers used for ACH and electronic banking, including but not limited to the implementation of reliable and up-to-date malicious code detection systems, regular scanning and eradication of malicious code and intrusion detection systems. In addition, the Customer agrees to conduct these processes with persons qualified to perform such functions.

4. Compliance with Security Procedures.

If the Customer chooses to communicate any Entry (including any amendment thereto or cancellation thereof) to the Financial Institution in a manner that varies from the Security Procedures, and if the Financial Institution accepts such Entry in good faith, then the Customer agrees to be bound by such Entry, whether or not authorized, and the Customer will be deemed to have refused the Security Procedures that Financial Institution offers and recommends as commercially reasonable, and the Customer will be obligated to pay Financial Institution the amount of such Entry. However, the Financial Institution has no obligation to accept any Entry that is not communicated in compliance with the Security Procedures. The Financial Institution shall not be responsible for refusal to act upon any Entry received which does not comply with this Product Schedule, including where the Financial Institution's reasonable efforts to verify the Entry in accordance with the Security Procedures have failed or where such action is delayed until verification can be obtained.

5. Authorized Entries.

If an Entry received by the Financial Institution was submitted or authorized by the Customer, it shall be effective as the Customer's Entry, whether or not (a) the Financial Institution complied with the Security Procedures with respect to that Entry, (b) that Entry was erroneous in any respect, (c) the error, if any, could have been detected by the Financial Institution, or (d) the Financial Institution processed, transmitted or settled the Entry even though one or more of the prerequisites of Section 7 were not satisfied.

6. Notice to the Financial Institution and Receivers.

If the Customer discovers an erroneous or unauthorized Entry, the Customer will immediately notify the Financial Institution and the affected Receiver(s). Upon receiving such notice, the Financial Institution will use reasonable efforts on behalf of the Customer to correct the Entry in a manner consistent with the Rules. If the Customer fails to notify the Financial Institution or the affected Receiver of an erroneous Entry, the Customer will be liable for any losses the Financial Institution may incur.

7. Prerequisites to the Financial Institution's Duties.

The Financial Institution shall not be obligated to process, transmit or settle Entries unless all of the following requirements and conditions have first been satisfied by the Customer or are waived by the Financial Institution, in its sole discretion. Waiver by the Financial Institution of a prerequisite with respect to one or more Entries on one or more occasions shall not create a requirement or give rise to a presumption of future waivers with respect to other Entries.

- a. **Delivery Requirements.** The Customer or its TPSP has delivered the Entries to the Financial Institution in compliance with the formatting and other requirements set forth in the Set-Up Forms and the Security Procedures.
- b. **ACH Processing Limit.** The total dollar amount of the Entries delivered by the Customer to the Financial Institution for settlement on any one (1) Business Day do not exceed the daily or other ACH Processing Limits established by the Financial Institution.
- c. **Receiver Authorization.** The Customer has obtained from each Receiver an authorization to initiate one or more Entries to the Receiver's account. Such authorization must (i) have been obtained before the Customer initiated the first Entry to that Receiver's account; (ii) remain valid and not revoked at the time of each subsequent Entry; (iii) relate to a Receiver whose arrangement with the Customer has not been terminated; (iv) be immediately available for inspection by the Financial Institution upon its request; (v) upon terminated, be maintained by the Customer for the period specified in the current version of the Rules; and (vi) otherwise comply with the Rules.
- d. **Deadlines, Cut-off Times.** The Entries must have been received by the Financial Institution before the cut-off time on the applicable deadline, which may be amended by Financial Institution from time to time upon notice to Customer. Entries must be received at least one (1) Business Day prior to the Effective Date of the entries. Entries received more than one (1) Business Day prior to the Effective Date of the entries will be released two (2) Business Days prior to the Effective Date of the entries for Credit entries and one (1) Business Day prior to the Effective Date for Debit Entries. For same day ACH Entries, the cut-off time for processing Entries on any Business day is 12:45pm Central Time on the Effective Entry Date of such Entries. The cut-off time for processing all other Entries (other than same day ACH Entries specifically referred to above) on any Business Day is 4:00 p.m. Central Time or such other time as communicated by Financial Institution to Customer. In addition the Effective Entry Date for each Entry must be not more than 20 Business Days after receipt of the Entry by the Financial Institution. Same day ACH Entries are subject to the Rules and ACH operator requirements and availability, and thus may be subject to change, which Financial Institution will communicate to Customer any such change(s), including any revised cut-off times.
- e. **Sufficient Funds.** At the time of receipt from the Customer of Credit Entries, the Customer must have sufficient collected funds available in the Customer Account to pay all Credit Entries that will be settled on any particular Effective Entry Date, together with all Adjustment Entries, fees and other amounts that the Customer is obligated to pay the Financial Institution under this Product Schedule.

8. Processing of Late Entries and On-Us Entries.

If the Customer delivers Entries to the Financial Institution that fail to meet one or more of the cut-off times or deadlines, the Financial Institution will use reasonable efforts to transmit such Entries on the next Business Day. If On-Us Entries are received by Financial Institution prior to the cut-off time, the Financial Institution will credit or debit the Receiver's account for the amount of an On-Us Entry on the Effective Entry Date. In the case of On-Us Entries received after the applicable cut-off time or deadline, the Financial Institution will use reasonable efforts to debit or credit the Receiver's account in the amount of such Entry on the next Business Day following the Entry Date.

9. Rejection of Entries.

The Financial Institution has the right to reject any Entry for any reason, including the Customer's failure to maintain a sufficient balance of collected funds in the Customer Account; *provided, however*, that in rejecting any Entry, the Financial Institution shall act in good faith. The Financial Institution will have no liability to the Customer based on such rejected or refusal of any Entry. If the Financial Institution determines that processing or honoring any Entry would cause the Customer Account to be overdrawn, the Financial Institution may, but has no obligation to, process the Entry and (a) create an overdraft in the Customer Account or (b) transfer to the Customer Account from any other account maintained by the Customer with the Financial Institution or any of its affiliates, funds sufficient to cover the deficiency in the Customer Account. If the Financial Institution rejects any Entry, the Financial Institution will attempt to notify the Customer but the Financial Institution will have no liability to the Customer based on its failure or delay in providing such notice. The Financial Institution shall not be required to pay the Customer interest or any other losses relating to a rejected Entry.

10. Cancellation or Amendment of Entries.

The Customer shall have no right to cancel or amend an Entry after it has been delivered to the Financial Institution. Any request for cancellation or amendment of an Entry must be submitted using the applicable Security Procedures and Communication Method agreed upon between Customer and Financial Institution and be accompanied by a Reversal/Cancellation Request Form and signed by an Authorized ACH Representative. If such a request is received by the Financial Institution before the Entry has been transmitted to the ACH (or, in the case of an On-Us Entry, before the Receiver's account has been credited or debited), the Financial Institution will use reasonable efforts to cancel or amend the Entry s requested, *provided, however*, that the Financial Institution shall have no liability if the request for cancellation or amendment is not effected, regardless of whether the Entry has been transmitted to the Financial Institution's ACH Operator when such request is received.

11. Reversal of Entries.

a. General Procedure.

Upon proper and timely request by the Customer, the Financial Institution will use reasonable efforts to effect a reversal of an Entry or files of Entries. A request is proper and timely if it is: (a) made within five (5) Business Days of the Effective Entry Date for the Entry or file to be reversed, (b) accompanied by a Reversal/Cancellation Request form, signed by an Authorized ACH Representative, and (c) in compliance with the Rules. In addition, if the Customer requests reversal of a Debit Entry or Debit file, it shall concurrently deposit into the Customer Account an amount equal to the amount of that Entry or file of Entries.

b. No Liability; Reimbursement to the Financial Institution.

Under no circumstances shall the Financial Institution be liable for interest or related losses if the requested reversal of an Entry is not effected. The Customer shall reimburse the Financial Institution for any expenses, losses or damages it incurs in effecting or attempting to effect the Customer's request for reversal of an Entry.

12. Notice of Returned Entries.

The Financial Institution shall notify the Customer of the receipt of an Entry returned by the ACH no later than one (1) Business Day after the Financial Institution's receipt of the returned Entry, provided that the Financial Institution shall have no liability for any failure or delay in providing such notice. Unless otherwise agreed to in writing, the Financial Institution shall have no obligation to re-execute or retransmit a returned Entry.

13. Provisional Credit; Adjustments.

a. Debit Entries. For any Debit Entry originated on behalf of the Customer, the Financial Institution shall have the right to defer any corresponding credit to the Customer Account until the Financial Institution receives final settlement for the Debit Entry. Any credit provided prior to final settlement shall be provisional only. Upon receiving notice that final settlement of a Debit Entry has not occurred, the Financial Institution shall have the right to immediate repayment of such credit from the Customer. In addition, upon receiving notice that any Debit Entry has been returned or rejected, the Financial Institution shall have the right to immediate payment from the Customer, including the right to debit the Customer Account, to the extent it has previously received credit for the returned or rejected Debit Entry. The foregoing repayment right shall survive termination of this Product Schedule.

b. Credit Entries. Under the Rules, a Credit Entry is a provisional payment by the RDFI to the Receiver until the RDFI receives final settlement for the Credit Entry. The Customer acknowledges that it has received, reviewed and agrees to be bound by that Rule. Accordingly, if a final settlement is not received with respect to a Credit Entry initiated by the Customer, the RDFI will be entitled to a refund of the amount it has credited to the Receiver's account, with the result that the Customer will not be deemed to have paid the Receiver for the amount of the Credit Entry.

14. Inconsistent Entries.

a. Inconsistency Between Name and Account Number.

If an Entry transmitted by the Financial Institution to an RDFI describes the Receiver inconsistently by name and account number, the RDFI might make payment solely on the basis of the account number, even if the account number identifies a party different from the named Receiver. The Customer acknowledges and agrees that its obligation to pay the amount of the Entry is not excused by such inconsistency.

b. Inconsistency Between RDFI Name and Transit/Routing Number.

If an Entry describes the RDFI inconsistently by name and transit/routing number, the Entry might be received by an RDFI on the basis of the transit/routing number even if it identifies an RDFI different from the named RDFI. Such RDFI might process the Entry on the

basis of the account number contained therein. The Customer acknowledges and agrees that its obligation to pay the amount of the Entry is not excused by such inconsistency.

15. The Customer's Account at the Financial Institution.

a. Credit Entries. On any particular day, the Customer shall have sufficient collected funds available in the Customer Account to pay the amount of all Credit Entries originated by the Customer for which that day is the Effective Entry Date, together with all Adjustment Entries, fees and other amounts that the Customer is obligated to pay the Financial Institution under this Product Schedule. The Customer authorizes the Financial Institution to place a hold on the Customer Account or to debit any other account maintained by the Customer with the Financial Institution for the amount of any Entries received by Financial Institution up to two (2) Business Days prior to the Effective Entry Date, and Customer agrees to pay the Financial Institution the amount of each Credit Entry no later than the Effective Entry Date. The Customer agrees to be liable for any Entry submitted by a TPSP as if such Entry were submitted directly by the Customer as permitted by the terms of this Product Schedule.

b. Debit Entries. The Customer shall at all times have sufficient collected funds in the Customer Account to pay the amount of all returned or reversed Debit Entries, in addition to the amounts stated above.

c. Right of Setoff; Other Remedies. The Financial Institution may, without prior notice, obtain payment of any amount due and payable to it under this Product Schedule by debiting the Customer Account or any other account maintained by the Customer with the Financial Institution or any of its affiliates, and may also credit the Customer Account for any amount to which the Customer is entitled under this Product Schedule. If there are insufficient funds available in the Customer Account or any such other accounts to pay any amount that the Customer owes to the Financial Institution under this Product Schedule, the Customer shall pay any amounts due immediately upon demand. If the Customer fails to pay when demanded, the Financial Institution may exercise any remedies or rights it has under this Product Schedule and/or applicable law.

d. Account Statements; Notices of Entries. In accordance with the Rules, the Financial Institution is not required to and will not provide the Customer or Receiver(s) with notice of the receipt or execution of individual Entries. Entries and other debits and credits to the Customer Account will only be reflected on the periodic statement for the Customer Account. **The Customer must notify the Financial Institution within a reasonable time (not more than 5 days after the Financial Institution mailed or otherwise made the periodic statement available) of any unauthorized or erroneous Entries or any other discrepancy or error on the periodic statement. After this time, the statement will be conclusively presumed to be correct.** The Financial Institution shall not be liable for any interest or related issues resulting from the Customer's failure to give such notice.

16. Customer's Representation and Warranties.

For each Entry that the Customer delivers to the Financial Institution, the Customer represents and warrants that: (a) the Entry complies with the terms of this Product Schedule and the Rules; (b) there has not been and shall not later be any breach of any warranty by the Customer as an Originator; (c) the Customer has not breached any warranty contained in this Product Schedule or the Rules; and (d) the Entry complies with all applicable local, state and federal laws and regulations, including but not limited to and as applicable, Regulation E - The Electronic Fund Transfer Act, the Uniform Commercial Code ("UCC"), and all OFAC regulations and policies.

17. Payment.

The Customer agrees to pay Financial Institution the amount of any ACH Credit Entries or returned ACH Debit Entries originated by Financial Institution as set forth herein and further agrees to pay fees to the Financial Institution for the ACH Services provided by the Financial Institution under this Product Schedule in accordance with the Financial Institution's rate schedules, which may change from time to time. Such charges do not include payment of any sales, use, excise, value added, utility, or other similar taxes relating to the ACH Services provided for under this Product Schedule, all of which shall be the sole responsibility of the Customer.

18. Liability of the Financial Institution; Limitations of Liability.

a. Performance of the Financial Institution. The Financial Institution shall be responsible only for performing the ACH Services it expressly agrees to perform in this Product Schedule, subject to the limitations, terms and conditions set forth herein.

b. No Liability for Acts/Omissions of Others. The Financial Institution shall not be responsible or liable for (a) any acts or omissions of the Customer, including without limitation, the amount, accuracy, timeliness of delivery or Receiver authorization of any Entry delivered by the Customer, or (b) any acts or omissions of any other person, including without limitation, NACHA, any Federal Reserve Bank, other financial institution, any ACH Operator or transmission or communications facility, any TPSP, any Receiver or any RDFI. No such person or entity shall be deemed the Financial Institution's agent.

c. No Liability Regarding Unsecured Email Transmissions. While the Financial Institution will use commercially reasonable efforts to direct emails to the addressee, the Customer hereby acknowledges that there are risks inherent in the transmission of information, including without limitation financial information, to and/or from the Financial Institution via unsecured email. Said risks include, without limitation, the risk that third parties may intercept and view this information. The Customer hereby accepts any and all risks resulting from, associated with, and/or arising out of the transmission of information via unsecured email and hereby

releases the Financial Institution from any liability resulting therefrom. This release shall be continuing and shall cover any and all emails sent and/or received.

d. Limitation on Liability. The Customer agrees that Financial Institution's liability for failure to exercise ordinary care resulting in a delay, error, or failure in transmitting or settling any Entries shall be limited to an amount equal to interest losses attributable thereto, and that the Financial Institution's liability to the Customer for any loss or damage otherwise arising from or relating to this Product Schedule shall be limited to the Customer's direct damages attributable to the Financial Institution's willful misconduct or gross negligence in performing the ACH Services. In no event shall the Financial Institution be liable for (a) any punitive, indirect, incidental, consequential or special damages or lost profits, even if the Financial Institution has been advised of the possibility of such damages or losses; (b) any interception of any information relating to the Customer or its transactions as a result of the Customer communicating information to the Financial Institution or use of the Internet or any emails sent by Customer in using the ACH Services under this Product Schedule; or (c) any other matter, including, without limitation, acts or omissions of any other financial institution, funds transfer system or any other third party, or any inaccuracy or omission in a notice, communication, funds transfer instruction or Entries received by the Financial Institution from the Customer or any other third party on behalf of the Customer.

e. Uncontrollable Events; Contrary Laws. The Financial Institution shall not be responsible for any failure to act or delay in acting if such failure is caused by legal constraint, the interruption of transmission or communications facilities, computer malfunction or equipment failure, war, emergency conditions, or other circumstances beyond the Financial Institution's reasonable control. In addition, the Financial Institution shall be excused from any failure to transmit or any delay in transmitting an Entry if such transmittal would, in the Financial Institution's reasonable estimation, result in the Financial Institution having violated any policy or provision of any present or future risk control program of the Federal Reserve, or any rule or regulation of any other governmental or regulatory authority.

f. Interest. Subject to the foregoing provisions of this Section, in the event the Financial Institution is found to be liable for any direct damages caused by its gross negligence, any liability which the Financial Institution may have for loss of interest for an error or delay in performing the ACH Services hereunder shall be calculated by using a rate equal to the Average Federal Funds Rate of the Federal Reserve Bank of New York for the period involved.

g. Survival. The provisions of this Section shall survive termination of this Product Schedule.

19. Indemnification.

The Customer shall indemnify, defend and hold harmless the Financial Institution, and its officers, directors, agents, and employees, from and against any and all actions, costs, claims, losses, damages, or expenses, (including attorney's fees and expenses) and all costs of settlement of claims (collectively, "Losses"), resulting from or arising out of Customer's use of the ACH Services, including, but not limited to, (a) any breach of any of the agreements, representations or warranties of the Customer contained in this Product Schedule (including without limitation, the Customer's failure to adequately safeguard against unauthorized Entries); (b) any act or omission (including without limitation, the Customer's waiver of any Financial Institution recommended security procedure) of the Customer or any other person acting on the Customer's behalf, including but not limited to the parties described in Section 18b, and (c) the Financial Institution accepting and processing any Entries from a TPSP on behalf of the Customer or otherwise crediting or debiting the Customer Account; (b) compliance by the TPSP with applicable laws; or (d) the Financial Institution's compliance with or carrying out any request to cancel or amend any Entry after it has been received by the Financial Institution; *provided, however*, that the Customer shall not be obligated to so indemnify the Financial Institution to the extent such losses are direct damages attributable to the Financial Institution's willful misconduct or gross negligence. Further, the Financial Institution cannot and will not be responsible for Losses, resulting from the Customer's failure to properly secure their own computing and networking systems from intrusion, malicious code insertion, and other actions that result in compromise to the Customer's assets. Accordingly, the Customer agrees to indemnify and hold Financial Institution and its officers, directors, employees and agents free and harmless from and against all Losses incurred as a result of the Customer's failure to properly secure their own computing and networking systems. The provisions of this Section shall survive termination of this Product Schedule.

20. Effect of Termination.

Termination of this Product Schedule shall not affect any of the Financial Institution's rights or the Customer's obligations hereunder with respect to any Entries initiated by the Customer prior to such termination. Termination of this Product Schedule does not relieve the Customer of its obligations under Sections 18, 19, 23 and 27 of this Product Schedule, which shall remain enforceable by the Financial Institution and survive termination of this Product Schedule.

21. Confidentiality.

The Customer acknowledges that it will have access to certain confidential information regarding the Financial Institution's execution of Entries, related security procedures, and the ACH Services contemplated by this Product Schedule. The Customer shall not disclose any confidential information of the Financial Institution and shall use such confidential information only in connection with the transactions contemplated by this Product Schedule.

22. Treatment of Records.

a. Retention by the Customer. The Customer shall retain every Receiver authorization, and all other documents relating to any Entries submitted or made pursuant to such authorization, for a period of two (2) years after the authorization is terminated or as otherwise required by the Rules.

b. Financial Institution Access to Documents and Records. On request by the Financial Institution for any reason, the Customer shall make available any Receiver authorizations or other documents in its possession relating to Entries originated by the Customer and processed by the Financial Institution within two (2) Business Days of a request by the Financial Institution.

c. Other Records Used by the Financial Institution. All Entries, Security Procedures and records used by the Financial Institution for transactions contemplated by this Product Schedule shall be and remain the property of the Financial Institution. The Financial Institution may, in its sole discretion, make such information available upon the Customer's request. The Customer shall pay the Financial Institution for any expenses it incurs in making such information available to the Customer, or to a third party at the Customer's request.

23. Audit.

Upon the request of the Financial Institution, the Financial Institution shall be entitled to audit the Entries initiated by Customer, together with all associated documentation and data, to determine Customer's compliance with the Rules and with this Product Schedule.

24. Instructions and Notices.

a. Financial Institution Entitled to Rely. The Financial Institution shall be entitled to rely and act upon any verbal or written notice, response, request or other communication believed by the Financial Institution to be genuine and provided by an Authorized ACH Representative whose name is set forth on the Set-up Forms. Any such communication shall be deemed to be genuine and to be provided by such person on the Customer's behalf.

b. No General Duty. Except as otherwise expressly provided in this Product Schedule, the Financial Institution shall not be required to: (a) act upon any notice or instruction received from the Customer or any other person, or (b) provide notice or advice to the Customer or any other person with respect to any matter.

c. Means of Notice to the Financial Institution. Except as otherwise provided herein, any notice to the Financial Institution under this Product Schedule must be in writing, delivered by messenger or express carrier, or sent by U.S. mail, to the Old Second National Bank at 37 S. River Street, Aurora, IL 60506, Attn: ACH Processing Department, unless the Financial Institution provides the Customer with a substitute address in writing. Any notice shall be deemed given to the Financial Institution when it is actually received by the Financial Institution and the Financial Institution has a reasonable time to act on such notice.

In addition to written notification to the Financial Institution, if the Customer believes or suspects that any Security Procedures information or instructions are known, compromised, lost, stolen, or have been accessed by unauthorized persons, the Customer shall notify the Financial Institution immediately by contacting us at (630) 966-2455. Failure to notify the Financial Institution immediately could result in the loss of all money accessible by the password or any other Security Procedure or Communication Method used herein or other amounts in the Customer Account.

25. Means and Meaning of Notification by the Financial Institution.

Whenever this Product Schedule provides for the Financial Institution to "notify" the Customer or give "notification" or "notice" to the Customer, that requirement may be satisfied by telephone, facsimile, electronic transmission (including email), messenger or express carrier delivery, or the U.S. mail. Notification shall be deemed given to the Customer (a) in the case of telephone communication, upon verbally conveying the required information to an employee of the Customer or by leaving a voice-mail or other recorded message; (b) in the case of facsimile or electronic transmission, upon transmission of the required information by the Financial Institution; and (c) in the case of writing, upon its receipt at the Customer's place of business.

26. Financial Information.

The Financial Institution may from time to time request financial information from the Customer in order to evaluate a continuation of ACH Services under this Product Schedule and/or adjustment of the ACH Processing limits. The Customer agrees to provide the requested financial information immediately, of the type and in the form required by the Financial Institution. If the Customer refuses to provide the requested financial information, or if the Financial Institution concludes in its sole discretion that the credit risk of the Customer is unacceptable, the Financial Institution may terminate this Product Schedule as provided herein.

27. General Provisions.

a. Amendment by the Financial Institution.

The Financial Institution may amend this Product Schedule (including any Set-up Forms) from time to time upon written notice to the Customer. In the event that performance of ACH Services under this Product Schedule would result in a violation of the Rules, any applicable law, regulation or governmental policy to which the Financial Institution is subject, then this Product Schedule shall be amended to the extent necessary to comply with such Rule, law, regulation or policy or, such alternatively, the Financial Institution may

suspend the ACH Services or terminate this Product Schedule if it deems such action necessary or appropriate under the circumstances. The Financial Institution shall have no liability to the Customer as a result of any such violation, amendment, suspension or termination.

b. No Other Modifications.

Except as otherwise provided herein, this Product Schedule may only be modified or amended by writing, signed by both parties. Any practices or course of dealings between the Financial Institution and the Customer, or any procedures or operational alterations used by them, shall not constitute a modification of this Product Schedule or the Rules, nor shall they be construed as an amendment to this Product Schedule or the Rules.

c. Assignment; Binding on Parties and Successors.

The Customer may not assign its interest or rights under this Product Schedule without the prior written consent of the Financial Institution, and any purported assignment in violation of this Section shall be void. This Product Schedule shall be binding upon and effective for the benefit of the parties hereto and their respective legal representatives, successors and permitted assigns. This Product Schedule is not for the benefit of any other person or entity, and no other person or entity shall have any rights against the Financial Institution or the Customer hereunder.

Customer Payment Portal – Product Schedule

This CPP Service shall be deemed a Set-up Form made part of the Automated Clearing House Agreement – Product Schedule (“ACH Agreement”) executed between Customer and the Financial Institution. All of the terms and conditions contained in the ACH Agreement shall apply herewith.

This Set-up Form specifically sets forth the terms by which the Financial Institution may provide the Customer Payment Portal Service (the “Service”) to the Customer. Because the Service involves ACH Entries, the terms of the ACH Agreement should be referred to in addition the terms contained herein.

1. Customer Payment Portal.

CPP is a service offered by the Financial Institution through which Customer may accept online payments for Customer’s service(s) or for donation(s) through a customized webpage. Payments may be effected as WEB Entries from End Users’ banking accounts or as credit card charges. WEB Entries are subject to the requirements of the NACHA Operating Rules, as amended from time to time, the Electronic Funds Transfer Act, and Regulation E, as promulgated by the Federal Reserve Board.

2. Financial Institution Obligations.

The Financial Institution will provide Customer with a link that Customer will place on Customer’s webpage to provide End User access to CPP. The link will include the End User authorization required by the NACHA Rules to effect WEB Entries and credit card charges contemplated by this Set-up Form.

The Financial Institution shall act as ODFI for Customer with respect to WEB Entries. Financial Institution will process WEB Entries authorized by the End User in accordance with its internal procedures and all state and federal laws during any Business Day, subject to the cutoff time provided by the Account Agreement of 2:00 p.m. Central Time. Any transactions received by the Financial Institution after the cutoff time shall be deemed to have been received by the Financial Institution at the opening of the next Business Day.

Availability of deposits is based on the Financial Institution’s normal availability schedule as in effect from time to time. Credit that the Financial Institution gives with respect to a WEB Entry is provisional and subject to revocation if, for any reason, the Financial Institution does not receive payment for the Entry. If an Entry is returned to the Financial Institution unpaid, the Financial Institution will automatically reverse the credit given to the Account and charge the Account for any fees or charges relating to such return. Please refer to your Terms and Conditions for Deposit Accounts agreement (the “Account Agreement”) and/or the ACH Agreement for further information.

The Financial Institution will make available a report stating the total amount it deposited into the Account as well as a report showing scheduled payments, which Customer may access through CPP.

3. Authorization Requirements.

NACHA Rules require that the authorization (a) be in a writing that is authenticated by the End User, (b) be readily identifiable as an ACH debit authorization, (c) clearly and conspicuously state its terms, and (d) must, for recurring payment, provide the End User with a method to revoke the authorization by notifying Customer. Written authorization via CPP will be provided electronically in compliance with the signature requirements of the Electronic Signatures in Global and National Commerce Act (ESIGN).

Authorizations must be retained, in either physical or electronic form, for two years following the termination or revocation of the authorization and the authorization must be reproducible.

4. Merchant Processing/Accepting Credit Card Payments.

As a condition for credit card payments to be made via the Service, Customer must have an agreement with a Merchant Processor. **Customer’s Merchant Processing Agreement is separate from this Set-up Form, the ACH Agreement and any other agreement with the Financial Institution.** Processing of all credit card payments will be made by Customer’s Merchant Processor.

Customer acknowledges that Financial Institution is limited in its ability to offer this Service to Customer based on its requirement to work with specific Merchant Processors. Financial Institution, at Financial Institution's discretion, may work with Customer in determining if Customer's Merchant Processor is compatible with the Service or work with Customer to determine if a gateway to enable the Service with a single payment platform interface to connect to all the major payment processors would be appropriate.

5. Entries.

Customer represents, warrants and agrees that it will not originate a WEB Entry to effect a credit, with the exception of reversals of WEB Entries. The Financial Institution cannot accept any International ACH Transactions, or IAT's, with the Service or on Customer's behalf under the Service.

6. Payment for Services.

Customer shall pay the Financial Institution \$50.00 per month for the Service (in addition to any other transaction fees associated with Entries as disclosed in the ACH Agreement, Account Agreement or such other agreements and related documents between Customer and Financial Institution) provided in connection with this Set-up Form. The Financial Institution may charge the fees directly to Customer's Accounts. Financial Institution may amend the Service pricing from time to time. Certain prices are subject to change without prior notice. Special or additional services performed at Customer's request will be subject to such additional terms and fees as Customer and the Financial Institution may agree.

IN WITNESS WHEREOF, the parties hereto have caused this Schedule C - Customer Payment Portal Service to be duly executed and incorporated and made a part of the ACH Agreement between the Financial Institution and Customer, and each of the undersigned hereby warrants and represents that he or she has been and is, on the date of this Addendum, duly authorized by all necessary and appropriate Customer action to execute this Addendum.

ACH Block and Filter – Product Schedule

1. Description of Service.

Subject to the terms and conditions of this Service Agreement, Financial Institution shall provide the Service to Customer, which allows Customer to authorize or block Automated Clearing House ("ACH") transfers to or from Customer's deposit accounts at Financial Institution. As used herein, "ACH Transaction(s)" shall refer to certain electronic funds transfers which settle within a financial institution or between financial institutions according to specified rules and procedures governed by the Federal Reserve Bank and the National Automated Clearing House Association ("NACHA"). "Debit Entry" shall refer to any ACH Transaction which has the intended result of removing funds from Customer's demand deposit account(s). "Credit Entry" shall refer to any ACH Transaction which has the intended effect of depositing funds to Customer's demand deposit account(s). Customer acknowledges and agrees that by instructing Financial Institution to block designated ACH Entries, Financial Institution shall dishonor and return all such blocked ACH Entries.

2. Transmitting and Processing ACH Filter Instructions.

Customer, or its authorized representative or agent, shall provide ACH Filter instructions ("Operating Instructions"), attached hereto and made a part hereof as **Exhibit 1**, to Financial Institution. Amendments of the Operating Instructions shall be by such method and in such format as Financial Institution shall specify. Financial Institution shall process Operating Instructions received from Customer in accordance with the procedures and requirements set forth herein. Financial Institution shall be allowed a reasonable period of time in which to process the Operating Instructions following their receipt from Customer. Financial Institution shall not be obligated to process Operating Instructions unless all of Financial Institution's specified requirements and conditions have first been satisfied or waived by Financial Institution, in its sole and absolute discretion.

3. Form of ACH Filter Instructions.

Instructions may include any one or more of the following actions:

- a) Customer may block all ACH Debit and/or Credit Entries on its Account(s).
- b) Customer may authorize specified ACH Debit and/or Credit Entries to post against its Account(s) and block all others.
- c) Customer may block all ACH Debit and/or Credit Entries to its Account(s) (i) greater than a specified amount, (ii) from specified companies, (iii) Customer ID, and/or (iii) specified SEC Codes.
- d) Customer may authorize specified ACH Debit and/or Credit Entries to post on a single or recurring occasion.

4. Limit of Liability.

a. Dispute over Return of ACH Debit Entry. Customer acknowledges that the return of an ACH Debit Entry is subject to dispute on the part of the Sender. In the event of such a dispute the Financial Institution must act according to applicable laws, regulations, and the rules, including any attachments or appendices thereto now in effect, or as may be amended from time to time, of the National Automated Clearing House Association governing ACH transactions ("Rules"). Customer hereby indemnifies and holds Financial Institution, its officers, directors, shareholders, agents, employees, and Affiliates, and their respective officers, directors, agents and employees, harmless from and against any and all losses, costs, suits, damages, claims, liabilities and expenses (including reasonable attorneys' fees) arising from or related in any way to the use of the Service by Customer.

b. Identification of ACH Transactions to Block. Customer and Financial Institution acknowledge that ACH transactions are originated according to certain processing Rules which require the use of an Originator Name and Originator Identification Number imbedded in the transaction to identify its source, and this imbedded data is a critical component of Financial Institution's ability to monitor for

transactions which Customer desires to block. Financial Institution shall act in good faith to process Customer's Operating Instructions. However, if the identifying information in the transaction is inconsistent or is described inconsistently by Customer in Operating Instructions, Financial Institution shall be held harmless for posting an ACH transaction to Customer's account and any dispute related to such a transaction shall be between Customer and the Originator of the transaction.

c. No Change in the Agreement Limits of Liability. This Section 4 supplements the limits of Financial Institution's liability described in the Master Agreement, which remain in full force and effect without change.

d. Right to Suspend Services. Without liability to any party, and without limiting any other right or remedy available to Financial Institution, Financial Institution shall be entitled to cease or suspend the Service, in whole or in part, in Financial Institution's sole and absolute discretion and with or without notice to Customer if Customer shall fail to properly perform its duties, obligations, and responsibilities in connection with the Service, or commit any act or omission which impairs Financial Institution's ability to provide or prevents Financial Institution from providing the Service.

e. Examination of Account Statements. Nothing in this Service Agreement shall be construed as relieving Customer of its normal due diligence responsibilities regarding the examination of account statements and individual ACH Debit Transactions to detect exceptions outside the scope of the Service provided to Customer hereunder. Financial Institution shall not be liable for any loss arising from Customer's failure to exercise due diligence.

f. Hold Harmless. Customer shall accept liability to any party and hold the Financial Institution harmless for any damages, losses, fines, fees, taxes, legal expenses, or actions at law arising from the return (dishonor) of any ACH Debit Transaction if such return resulted from the correct application of the Customer's pay/return instructions.

g. Properly Payable Debit. Any ACH Debit Transaction that is paid in accordance with the Service shall be considered properly payable and Customer agrees that Financial Institution shall have no liability to Customer for paying ACH Debit Transactions in accordance with the Service.

5. Security Procedures.

a. In its sole and absolute discretion Financial Institution may elect to specify Security Procedures which relate to this Service. When such procedures are specified, Customer agrees that the purpose of the Security Procedures is to verify the authenticity of the Operating Instructions submitted to Financial Institution by Customer. Customer's continued use of this Service following receipt of any Security Procedure specifications from Financial Institution constitutes Customer's acceptance of the Security Procedure, Customer's acknowledgement that the Security Procedures are commercially reasonable, and Customer's agreement that all Operating Instructions communicated by Customer hereunder will comply with the Security Procedures.

b. Customer agrees to establish and maintain internal procedures to adequately safeguard against unauthorized Operating Instructions, and to limit access to the ACH Filter procedures to only those individuals whom Customer has authorized to act on their behalf with respect to this Service. Any Operating Instruction (including a request for cancellation, amendment, or reversal of an Operating Instruction) or other communication delivered to Financial Institution that purports to have been submitted or authorized by Customer in accordance with this Service Agreement shall be effective and binding upon Customer even if the Operating Instruction was not in fact authorized by Customer, provided Financial Institution has acted in good faith.

c. If Customer believes the Security Procedures have been compromised or that confidential information regarding the use of this Service has become known to any individual who might initiate unauthorized Operating Instructions, Customer agrees to promptly notify Financial Institution to initiate such corrective action as might be necessary to prevent unauthorized access to the Service.

IN WITNESS WHEREOF, the Customer and Financial Institution have executed this Master Agreement as of the Effective date.

Company: Village Of Maple Park

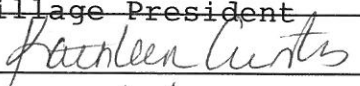
Old Second National Bank

Name: Kathleen Curtis

Name: Sherry Pass

Title: Village President

Title: Vice President

Signature: 

Signature: _____

Date: 11/7/17

Date: _____



Customer has requested that Old Second Bank ("Bank") provide the Services selected below for one or more of the Accounts.

- ☒ Positive Pay Service
 - ☐ Check Positive Pay
 - ☐ ACH Positive Pay
 - ☐ Reverse Positive Pay
 - ☒ Waived Positive Pay
- ☐ Remote Deposit Service
- ☐ Account Reconciliation Service
- ☐ Wire Transfer Service
 - ☐ Online Banking Wires
 - ☐ Phone/Fax Wires
 - ☐ Recurring Wires
- ☐ Sweep Services
- ☒ ACH Origination Service
 - ☐ Same Day ACH
 - ☐ Recurring ACH
 - ☐ ACH Tax Payments
- ☐ Customer Payment Portal
- ☐ ACH Block and Filter

By signing below, Customer acknowledges and agrees that it desires to add the Services marked above for one or more of the Accounts and has received the Master Treasury Management Agreement governing the terms of such Service.

Company: Village Of Maple Park

Old Second National Bank

Name: Kathleen Curtis

Name: Sherry Pass

Title: Village President

Title: Vice President

Signature: Kathleen Curtis

Signature: _____

Date: 11/7/17

Date: _____



Old Second Bank Treasury Management Services Setup Form

Company Information

Company Name Village Of Maple Park Tax ID 36-2524762
Address 302 Willow St, PO Box 220 City Maple Park State IL Zip 601510220
Primary Contact Elizabeth Peerboom Email epeerboom@villageofmaplepark.com Phone (815) 827-3309
Year Company Established _____ Website Address _____ Type of Business _____

Positive Pay Service

☐ Add User/Account

☐ Remove User/Account

Account Number _____ Check ☐ ACH ☐ Account Number _____ Check ☐ ACH ☐

Account Number _____ Check ☐ ACH ☐ Account Number _____ Check ☐ ACH ☐

Reverse Positive Pay Yes ☐ No ☐

If necessary, the Bank shall contact the person listed below for exception decisions:

Name _____ Email _____ Phone _____

Remote Deposit Service

☐ Add User/Account

☐ Remove User/Account

Acct Number _____ Daily Limit \$ _____ Acct Number _____ Daily Limit \$ _____

Acct Number _____ Daily Limit \$ _____ Acct Number _____ Daily Limit \$ _____

Acct Number _____ Daily Limit \$ _____ Acct Number _____ Daily Limit \$ _____

Name _____ Email _____ Phone _____

Name _____ Email _____ Phone _____

Name _____ Email _____ Phone _____

Name _____ Email _____ Phone _____

Name _____ Email _____ Phone _____

Wire Transfer Service

☐ Add User/Account

☐ Remove User/Account

Company Per Day Limit \$ _____ Company Per Wire Limit \$ _____

Online Banking Wires Yes ☐ No ☐ Phone/Fax Wires Yes ☐ No ☐ Dual Control Yes ☐ No ☐

Authorized Users

Admin Name _____ Email _____ Phone _____

Per Day Limit \$ _____ Per Wire Limit \$ _____

Enter Wires Yes ☐ No ☐ Transmit Wires Yes ☐ No ☐ Recurring Wires Yes ☐ No ☐ Dual Control Yes ☐ No ☐

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Signature _____

User Information

Name _____ Email _____ Phone _____

Per Day Limit \$ _____ Per Wire Limit \$ _____

Enter Wires Yes ☐ No ☐ Transmit Wires Yes ☐ No ☐ Recurring Wires Yes ☐ No ☐ Dual Control Yes ☐ No ☐

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Signature _____

User Information

Name _____ Email _____ Phone _____

Per Day Limit \$ _____ Per Wire Limit \$ _____

Enter Wires Yes ☐ No ☐ Transmit Wires Yes ☐ No ☐ Recurring Wires Yes ☐ No ☐ Dual Control Yes ☐ No ☐

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Account _____ Per Wire Limit \$ _____

Signature _____

ACH Origination Service Daily Processing Limit \$ \$30,000.00 Same Day ACH Yes ☐ No ☐

Tax Payments Yes ☐ No ☒ Dual Control Yes ☐ No ☒ Hold Account xxxx000566

☐ Add User ☐ Remove User

Authorized Users

Admin Name Elizabeth Peerboom Email epeerboom@villageofmaplepark.com Phone (815) 827-3309

User Information

Name Cheryl Aldridge Email caldridge@villageofmaplepark.com Phone (815) 827-3309

User Information

Name _____ Email _____ Phone _____

User Information

Name _____ Email _____ Phone _____

User Information

Name _____ Email _____ Phone _____

ZBA / Deposit Sweep Account Service

Primary Account Number _____

Minimum Balance _____ Maximum Balance _____ Increment _____

Secondary Account Number (Protector) _____

Minimum Balance _____ Maximum Balance _____ Increment _____

Account Reconciliation Service

Account Number(s) _____

Name(s) _____ Email Address(es) _____

This Setup Form shall be between Village Of Maple Park and OLD SECOND NATIONAL BANK and be made a part of the Service described within the Master Agreement ("Product Schedule"). By signing below, Customer acknowledges and agrees that it has selected the Service(s) for one or more of their Accounts and has received the terms governing such Service.

IN WITNESS WHEREOF, this Schedule Setup Form has been executed and delivered by the parties.

Company: Village Of Maple Park

Name: Kathleen Curtis

Title: Village President

Signature: *Kathleen Curtis*

Date: 11/7/17

Old Second National Bank

Name: Sherry Pass

Title: Vice President

Signature: _____

Date: _____



**POSITIVE PAY
WAIVER**

Company Name Village Of Maple Park

WAIVER: POSITIVE PAY

- ☒ Check/ACH Positive Pay
☐ ACH Positive Pay

Positive Pay is an effective way to prevent check and ACH fraud and is highly recommended. Despite this recommendation, Customer has declined Positive Pay. While the Bank will take all the normal and customary steps to try to retrieve the funds from any fraudulent activity, customer waives all claims against the Bank for any losses that could have been prevented if Customer had chosen to use this Service. Customer agrees that it will not assert any claims against Bank for paying any unauthorized, altered, counterfeit or other fraudulent item that the Positive Pay Service was designed to detect or deter, and Bank will not be required to re-credit Customer's Account or otherwise have the liability for paying such items unless Bank failed to exercise ordinary care in connection with such payment or unless Bank's willful misconduct directly contributed to such loss. This Waiver shall apply to all Accounts of Customer that do not use the Positive Pay Service.

ACCOUNT LISTING:

xxxx000566
xxxx1013385

Company: Village Of Maple Park
Name: Kathleen Curtis
Title: Village President
Signature: *Kathleen Curtis*
Date: 11/7/17

Old Second National Bank
Name: Sherry Pass
Title: Vice President
Signature: _____
Date: _____