



**Commercial Terms and Disclosures**

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# Welcome to First Bank of Highland Park

Welcome to First Bank of Highland Park! We appreciate your business and will work hard to earn your trust as your banking partner. Your Account is subject to rules that protect both you and us. Please read this entire Agreement/Terms and Disclosures carefully so that you understand your rights and responsibilities which pertain to your Account relationship with us.

## **Contacting First Bank of Highland Park**

You may contact us for any reason or in the event you need to notify us of a change that may impact your Account. You may choose one of these options to contact us:

- Call: 847-432-7800
- Email: [inquiry@firstbankhp.com](mailto:inquiry@firstbankhp.com)
- Web: [www.firstbankhp.com](http://www.firstbankhp.com)
- Mail: 633 Skokie Blvd., Ste. 250; Attn: Deposit Operations Department; Northbrook, IL 60062

## **Temporary Account Agreement**

If the account documentation indicates that this is a Temporary Account Agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. Provided, however, that we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a commercially reasonable time period.

## **Changing Your Address or Information**

In the event you change your mailing address from what we have on file for you, or you change any information we have on file for you, we request that you notify us immediately. Please see the “Contacting First Bank of Highland Park” section of this Agreement for our contact information. Notwithstanding the foregoing, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service. Furthermore, you acknowledge and agree that we may send your account statement and notices to the new address.

## **Traveling Abroad**

In the event you plan to use your Visa® Business Debit Card while traveling abroad, please read these precautions before you begin your trip:

- Notify us prior to your travel departure so that you will have immediate access to your funds while abroad.
- Safeguard your card; keep your Visa® Business Debit Card in a safe place at all times.
- Protect your Personal Identification Number (PIN); do not write your PIN on your Visa® Business Debit Card.
- Know your daily cash withdrawal limit.
- Minimize your transactions; fewer transactions will reduce your exposure to fraud and fees.
- Retain your receipts so that you can reconcile your Account when your statement arrives.

We work hard to protect your Account against fraudulent transactions. In the event we notice unusual card activity, you acknowledge and agree that we may temporarily freeze your Account until we are able to verify the transaction(s) in question with you. Please advise us of your travel plans so that you will have immediate access to your funds. To advise us of your travel plans or in the event you suspect unusual transactions on your Account, call us AT ONCE at 847-432-7800.

### **Reporting Lost or Stolen Card**

If you believe that your Visa® Business Debit Card has been lost or stolen, call us AT ONCE at 847.432.7800. Please see the “Provisioning for Error Resolution” section of this Agreement for details about your rights and responsibilities with regard to error resolution.

### **Opening a New Account**

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

### **Obtaining Credit Information**

We may make any inquiry that we consider appropriate to help us determine if we should open, maintain or close your Account. In the event we consider an inquiry appropriate, such inquiry may include verification of employment, previous banking relationships, credit reports or other reports from account information services and credit reporting agencies. Without limiting the foregoing, you acknowledge and agree that we reserve the right to refuse to open an account for you.

Notwithstanding, you acknowledge and agree that we may exchange or provide information about you, or which concerns your Account, with others, such as merchants and credit reporting agencies. In the event we request your credit report and you inquire about such event, we will provide you with the name, address, and telephone number of the reporting agency.

### **Definitions**

Certain wording may appear throughout this Agreement. For your convenience, the terms that follow are defined to assist you with your review of this Agreement.

**Access Device:** Represents any debit card, Personal Identification Number (PIN), password, or code used to initiate an electronic transfer of funds.

**Account:** Represents any account you open or maintain with us upon which you are an Authorized Signer or upon which you have a legal equitable interest.

**Account Agreement:** Represents Non-Consumer Accounts, products, services and disclosures identified within this Account Agreement (“Agreement”) at First Bank of Highland Park.

**ACH Entry:** Represents an Automated Clearing House Item.

**ACH Credit Entry:** Represents an Automated Clearing House Item that results in a credit to your Account.

**ACH Debit Entry:** Represents an Automated Clearing House Item that results in a debit to your Account.

**Affiliate:** With respect to a party, any entity which directly or indirectly, through one or more intermediaries, is controlled by, or is under common control with such party.

**Analysis Period:** The period in which an account calculates an Earnings Credit Rate that may reduce any maintenance fees that apply to the account. Typically, the Analysis period matches the period covered by a statement for the account; however, in certain circumstances, this period may vary.

**ATM:** Represents the acronym for automated teller machine.

**Authorized Signer:** Represents any person whose signature appears on the signature card covering an account or whom you authorize with or without our knowledge to effect any transactions on your Account.

**Automated Clearing House Item:** Represents any Item that processes through the Automated Clearing House Network which is governed by the National Automated Clearing House Association (NACHA) and its Operating Rules.

**Available Balance:** Those funds in your Account available for immediate use in accordance with our Funds Availability Policy as described on Pg. 29 or Section, “Examples of First Bank of Highland Park Funds General Availability Policy for Checking Accounts”. Your Available Balance will increase when the deposits you make become available for use and will decrease when we deduct Debits from your Account. In addition, when the bank places a Hold on your Account for any Card Transaction we authorize this Hold will reduce your Available Balance. If we make funds available it does not mean we have received payment. If we do not receive payment for any such deposit we have the right to debit your Account for the deposit amount and any applicable fees.

**Average Ledger Balance:** The amount calculated by adding the Ledger Balance in an account for each day in the statement period and dividing that figure by the total number of days in the statement period.

**Balance to Support Services:** The amount computed by subtracting reserve requirements and uncollected funds, sometimes called “float”, from the Average Ledger Balance on an account during the applicable Analysis Period.

**Bill Pay:** Represents our secure system which allows you to initiate payments by way of the Internet to your Payees.

**Business Day:** Represents Monday through Friday, except for Federal holidays.

**Card:** Your First Bank of Highland Park Visa® Business Debit Card.

**Cash:** Represents money in the form of bills or coins.

**Checks:** Represents a Negotiable Instrument drawn against deposited funds, to pay a specified amount of money to a specific Payee upon demand.

**Commercial Account:** Represents any Account held by us which is established primarily for business use to conduct commerce. A Commercial Account is one and the same as a Non-Consumer Account.

**Earnings Credit:** The amount calculated using the Balance to Support Services on an account. This amount may offset standard service charges used during the Analysis Period. If such charges are greater than the Earnings Credit, a net service charge is assessed. Such net service charge may be described as a “Service Charge mmyyyy” on the commercial analysis statement.

**Funds Transfer:** Represents all Wire Transfer requests, Automated Clearing House Items and all other internal and external transfer requests, which are subject to final collection or subsequent return.

**Insufficient Funds:** Represents an Item which presents against your Account for payment that is dishonored by us due to inadequate funds in your Account.

**Item:** Represents any Check or any debit Item that may be charged or otherwise paid against your Account, as well as any Check or any credit Item that may be deposited or otherwise credited to your Account.

**Ledger Balance:** The balance as of the close of business on the previous Business Day that reflects all deposits and withdrawals (and other credits and Debits) as they are recorded on our record of your Account. E.g. if you deposit a check written on another bank, your Ledger Balance will reflect the deposit, even though we may not actually collect the funds from the other bank until a later date.

**Negotiable Instrument:** Represents a transferable, signed document that promises to pay the Payee a sum of money at a future date or upon demand, such as a Check.

**Non-Affiliated Third Party:** Represents a company that is not affiliated with us.

**Non-Consumer:** Represents an entity that maintains its account primarily for business purposes.

**Non-Consumer Account:** Represents any Account held by us which is established primarily for business use to conduct commerce. A Non-Consumer Account is one and the same as a Commercial Account.

**Online Banking:** Represents our secured system which allows you to perform banking activities by way of the Internet.

**Party:** Represents an individual or entity who/that has contractual rights to an account.

**Parties:** Represents the depositor, the issuer of an account, and a person who, by the terms of an account, has a present right, subject to request, to payment from a Multiple-Party Account.

**Payee:** Represents an entity, Consumer or Non-Consumer, who/that receives a payment by way of Check or electronic means, usually through an obligation of the Consumer or Non-Consumer who/that initiated the payment.

**Periodic Statement:** Represents a summary which lists the activity on your Account for a specified period of time.

**Positive Pay:** An automated fraud detection tool for Commercial Accounts for both check and ACH transactions intended to protect against (1) altered, forged, and counterfeit checks by verifying the accuracy of the checks you have written to checks submitted to clear your Account, and (2) fraudulent or unauthorized ACH transactions by allowing you to approve certain companies authorized to submit ACH debits to your Commercial Account.

**Settlement Date:** Represents the date on which an ACH Entry posts to your Account.

**Statement Cycle:** The period of time between billings, usually four (4) weeks.

**Substitute Check:** Represents a legally reproduced paper replica of the original check that contains an image of the front and back of the original check.

**First Bank of Highland Park, we, our, and us:** Represents First Bank of Highland Park. Furthermore, you acknowledge and agree that the terms “we”, “our” and “us” are used throughout this Agreement without regard to case.

**Third Party:** Represents an individual or entity other than the Account, First Bank of Highland Park and our Affiliates to which you may have an obligation or commitment.

**Uncollected Funds:** Represents a deposit by check which has not yet been collected by us. Items which present against Uncollected Funds may be returned by us as an Insufficient Funds Item.

**Wire Transfer:** Represents an electronic transfer of funds through the Federal Reserve Bank. Although a Wire Transfer is an electronic payment, it does not process as an Automated Clearing House Item or an Electronic Funds Transfer Item.

**You and your:** Represents the person(s) and/or entity who/that established the Account with us or in whose name the Account was opened, together with any person who is an Authorized Signer. You acknowledge and agree that the terms “you” and “your” are applicable to joint owners, collectively and individually. Furthermore, you acknowledge and agree that the terms “you” and “your” are used throughout this Agreement without regard to case.

### **Concerning Use of Singular/Plural Phrases and Words**

The captions used within this Agreement are for your convenience and reference purposes only and shall not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement shall be construed so that the singular includes the plural and the plural includes the singular.

### **Recording and Monitoring Phone Calls**

We may record or monitor telephone calls between you and us. You acknowledge and agree that we are not required to inform you of our policy to record and monitor before each call unless required by law.

### **Notifying Us of Your Opt Out Option**

In the event you no longer wish to receive communication and/or a product or service from us, you may elect to opt out of the receipt of such communication and/or product or service. Please see the “Contacting First Bank of Highland Park” section of this Agreement for our contact information. We ask that you provide us with the details as to your wishes to opt out of communication and/or a product or service.

## **Account Agreement**

This Agreement governs all Non-Consumer Accounts identified within this Account Agreement (“Agreement”) at First Bank of Highland Park. This document, along with any other documents we give you pertaining to your Account(s), is a contract that establishes rules, which control your Account(s) with us. Please read this carefully. By signing an account or services application, signature card, or any other documents that we provide to you or your representative(s) or by opening and maintaining an account with us, you and where applicable, your representative(s), accept and agree to be bound by the Terms and Conditions contained herein and to any subsequent amendments, changes, or modifications to these Terms and Conditions. Without limiting the foregoing, the date on which your Account is opened is the date your Account is established in our records. You expressly authorize us to use this date as the opening date of your Account.

Notwithstanding, if any provision of this Agreement is found to be unenforceable according to its Terms and Conditions, you acknowledge and agree that all remaining provisions continue in full force and effect. We may, at our sole discretion, consent to some variation from this Agreement, but such consent must be agreed upon by you and us in writing. The Rate Information Sheet, Account Information Brochure, applicable fee schedule and other disclosures, such as individual product and regulatory disclosures, are provided to you under separate cover.

## **No Oral Agreements**

This agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

## **Electronic Delivery of Documents and Agreements**

You acknowledge and agree that an electronically signed and/or delivered bank document and/or agreement between the account holder and First Bank of Highland Park shall be deemed as effective as a manually executed and delivered original, and any electronically signed and/or delivered document or agreement shall be treated as an original for all purposes.

## **Access Devices**

If you furnish your access device and grant actual authority to make transfers to someone, who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

## **Account Numbers**

Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your Account. Your account number can also be used to issue a remotely created check. Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your Account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). For example, if you provide your account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from your Account. If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A fraudster could issue a remotely created check in the amount greater than the amount you have authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized and we will have no liability for any such withdrawals. Payment can be made from your Account even though you did not contact us directly and order the payment.

## **Blank Checks**

You agree to safeguard your blank checks and take reasonable steps to prevent their unauthorized use. You agree to notify us immediately if it appears that any blank checks are missing or otherwise unaccounted for, or if you become aware of the use of counterfeit checks purportedly drawn on your Account. Further, to the extent that we have exercised ordinary care in paying or taking the checks, you agree to accept responsibility for any failure to safeguard your bank checks.

## **Concerning Your Liability**

You acknowledge and agree that we may deduct applicable fees and charges directly from your account balance as accrued. Furthermore, you acknowledge and agree to pay reasonable charges for additional services you request that are not covered by this Agreement. In the event your Account is a Multiple-Party Account, each of you acknowledges and agrees to be jointly and severally liable for any account shortage whether caused by you or another with access to your Account.

Without limiting the foregoing, if your Account is for business purposes and you fail to execute the signature card in a representative capacity, you expressly acknowledge and agree to be individually liable for any debts or obligations incurred on your Account. Such liability is due immediately, and can be deducted directly from your account balance whenever sufficient funds are available. You have no right to defer payment of such liability, and you are liable regardless of whether you signed the Negotiable Instrument, or benefited from the payment or overdraft, causing the shortage. You will also be liable for our costs to collect the deficit as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account including, but not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a Third Party claiming an interest in your Account.

## **Use of Positive Pay; Your Liability**

In connection with the Account(s) that you are establishing or earlier established at First Bank of Highland Park, we offer Positive Pay to you, a product which we believe serves to reduce the possibility of any loss to you or First Bank of Highland Park as a result of fraudulent activity on your Account(s).

WHILE YOU ARE NOT REQUIRED TO ACCEPT AND OR USE THE PRODUCT, IF YOU CHOOSE NOT TO ACCEPT AND USE POSITIVE PAY IN CONNECTION WITH YOUR ACCOUNT(S), YOU SHALL BE RESPONSIBLE FOR ANY/ALL LOSSES THAT COULD HAVE BEEN PREVENTED IF YOU HAD ACCEPTED AND USED POSITIVE PAY, AND YOU AGREE THAT YOU WILL INDEMNIFY AND HOLD FIRST BANK OF HIGHLAND PARK HARMLESS FROM ALL LOSSES RESULTING FROM SUCH FRAUDULENT ACTIVITY, INCLUDING ALL LEGAL FEES AND COSTS THAT IT MIGHT INCUR, OTHER THAN LOSS RESULTING FROM FIRST BANK OF HIGHLAND PARK'S GROSS NEGLIGENCE.

Should you wish to start the onboarding process for Positive Pay, you may:

- Contact your Relationship Officer, or
- Contact Treasury Management Client Care at [tmanagement@firstbankhp.com](mailto:tmanagement@firstbankhp.com) or 1-847-897-7600.

## **Affirming Our Right to Close Your Account**

We reserve the right to close your Account at any time, including when your Account is inactive or dormant as permitted by applicable law. Items presented for payment after your Account is closed may be dishonored. When you close your Account, you are responsible for leaving enough money in the Account to cover any outstanding items to be paid from the Account or else items presented for payment will be dishonored. Notice from us to any person signing the signature card, or any person as otherwise authorized, is considered notice to each of you. Notwithstanding, if we close your Account, we may, but are not required to, provide advance notice in writing of our intention to close your Account. Reasonable notice of the closing of an account depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable of us to freeze or close your Account and then give you notice. Notice shall be



mailed to you at the address we have on file for you. You agree to keep us informed of your current address at all times. In the event we close your Account, we will tender the account balance, if any, to you by mail or in person.

### **Affirming Our Right to Amend Agreement**

We reserve the right to add new Terms and Conditions and to modify, delete or amend existing Terms and Conditions. Under such circumstances, we will provide you with 30-days' notice of such addition, modification, deletion or amendment to this Agreement in writing or by any other method permitted by law. Such notice shall be mailed to you at the address we have on file for you. Notwithstanding, this Agreement or any section within this Agreement may be changed or deleted without notice to you to the extent necessary to comply with any law of the State of Illinois or any rule or regulation of the Federal Government. You and your representative(s) agree to be bound by the Terms and Conditions of this Agreement in the event of subsequent additions, modifications, deletions, and amendments to this Agreement.

### **Concerning Fees and Service Charges**

You acknowledge and agree to pay the monthly service fee, transaction fees or standard fees for Insufficient Funds (overdraft fees are assessed on overdraft Check Items and ACH Debit entries), Uncollected Funds and stop payment requests, and all other fees and service charges as applicable to your Account or as otherwise agreed upon by you and us. You have no right to defer payment of applicable fees and service charges and authorize us to debit your Account at any time whether or not such fees or service charges will result in an overdraft of your Account. In the event that your Account does not have sufficient funds to cover applicable fees or service charges, you acknowledge and agree that we may bill you separately for the overdraft amount. Such obligation extends to each and every one of you whether or not you caused or benefited from the overdraft. Notwithstanding, additional liability by you includes, but is not limited to, costs we incur to collect the deficit, including, to the extent permitted by law, our reasonable attorneys' fees.

### **Concerning Grandfathered Accounts**

From time to time, we may elect to discontinue offering a product or service to new customers. Under such circumstances, you acknowledge and agree that we may continue to offer such product or service to our current customer base, at our discretion. Furthermore, you acknowledge and agree that we reserve the right to modify the features of any grandfathered product or service, including, but not limited to, applicable service charges and fees.

### **Provisioning for Commercial and Non-Consumer Accounts**

When the legal entity opening an account is a corporation, unincorporated association, trust, partnership or sole proprietorship, each person signing the signature card or other account documents represents, warrants and agrees that (1) such person is fully authorized to execute the signature card and all other account documents in the capacity stated therein; (2) such person has furnished all documents necessary to evidence such authority; and (3) the governing body of the legal entity will furnish any other documents in such a form as we may request from time to time. We will honor such authorization until we actually receive written notice of a change from the governing body of the legal entity. Interest begins to accrue on the Business Day you deposit noncash Items (for example, Checks).

We are not required to recognize any resolution that is not provided on our forms or forms acceptable to us. When the legal entity is a corporation, partnership or trust, we may rely on and act upon such resolutions, partnership agreement, trust agreement, trust instruments or other documents we receive and recognize which evidence the authority granted by the governing body of the legal entity. The governing body of the legal entity agrees to promptly notify us in writing of any change in authority granted by such documents and the written notice shall become effective upon actual receipt by us. We will not be liable to the legal entity for any losses if it fails to notify us of any change in authority.

Without limiting the foregoing, if the legal entity is a corporation, unincorporated association, trust, partnership or sole proprietorship, the governing body of the legal entity agrees to notify us at least annually of

changes involving the, unincorporated association, trust, partnership or sole proprietorship including, but not limited to, business name, physical address of business, changes in ownership or control and modification of information filed with the county clerk or the Secretary of State.

### **Provisioning for Related Entities**

When the legal entity is a corporation, unincorporated association, trust, partnership, sole proprietorship or any other entity, the governing body of the legal entity acknowledges and agrees that it is responsible for, and will pay for, any of these fees or charges, where applicable:

- Fees or charges agreed upon in any Account Agreement
- Charges by us in accordance with our standard practices and procedures
- Charges which result from any services requested by the governing body of the legal entity
- Charges which result from any account deficit, such as overdrafts or account activity

The foregoing is referred to herein as the “Obligations”. The governing body of the legal entity acknowledges and agrees that it is liable for the Obligations with respect to any account with us opened by the governing body of the legal entity or by any affiliated person or entity controlling, controlled by or under common control of the governing body of the legal entity, including, but not limited to, these entities: Parents, Subsidiaries, Partnerships, Joint Ventures, Affiliates, Shareholders, Partners, Ventures, Officers, Directors, Agents and Authorized Representatives.

Furthermore, and without limitation, such liability specifically includes management and Fiduciary Accounts established by the governing body of the legal entity or any affiliated person or entity with funds held for or beneficially owned by a Third Party. The governing body of the legal entity acknowledges and agrees that the Obligations may be deducted by us from any account of the legal entity or an affiliated entity as defined herein, at our discretion.

### **Concerning Taxpayer Identification Numbers**

As a provision of opening any account with us, we require you to provide us with your Taxpayer Identification Number (Social Security Number or Employer Identification Number). Furthermore, your Taxpayer Identification Number must be certified as required by Federal law and regulation. In the event your Taxpayer Identification Number is not certified, but you certify to us that you are applying to the Social Security Administration (for a Social Security Number) or to the Internal Revenue Service (for an Employer Identification Number), we may, at our discretion, permit the opening of the account if you provide us with proper documentation of such application.

In the event we do not receive your Social Security Number or Employer Identification Number, we will begin withholding funds from your interest payments to satisfy your tax liability as required by Federal law and regulation. Alternatively, at our complete discretion, we may elect to close your Account if the appropriate Taxpayer Identification Number has not been received by and certified to us within 30 calendar days from the date your Account is opened. The provisions of this paragraph shall not be applicable to certain foreign persons who certify their foreign status and provide satisfactory documentation to us as required by Federal law and regulation.

We comply with the Foreign Account Tax Compliance Act (FATCA) as mandated by U.S. Federal Tax Law. Entities licensed or registered to do business in the U.S. are required to certify their Taxpayer Identification Number by signing the Substitute W-9 section of the Deposit Agreement at the time of account opening. Non-U.S. entities that are not licensed or registered to do business in the U.S. are required to certify their foreign status by submitting a W8-BEN-E or the appropriate W-Form based on your status. Upon our validation of the document, you may be required to provide additional documentation to certify your status. If the documentation requirements are not met, we will withhold on certain payments when required by law. For more information or to determine how this information applies to you, consult your U.S. tax advisor.

### **Concerning Beneficial Ownership**

To help the government fight financial crime, you understand and agree that federal regulation requires us to obtain, verify and record information about the Beneficial Owners of Legal Entity Customers. If you are a Legal Entity Customer, you agree to provide us immediately with information and documentation that we request about both your Beneficial Owners and any other person(s) or entity (ies) having any direct or indirect equity interest in you. Further, you certify and confirm that you will notify us immediately should you have any changes to your Beneficial Owners or any other person(s) or entity(ies) having any direct or indirect equity interest in you. Should you fail to notify us of any such change, you confirm and certify to us that the Beneficial Owner and other ownership information previously provided is complete, accurate and up-to-date. Nothing in this paragraph shall be construed to obligate us to renew any time deposit or certificate.

“Beneficial Owner” has its meaning set forth in 31 C.F.R. § 1010.230(d) and includes each individual, if any, who owns, directly or indirectly, 25% or more of the equity interests of a Legal Entity Customer, as well as a single individual with significant responsibility to control, manage or direct a Legal Entity Customer. “Legal Entity Customer” has its meaning set forth in 31 C.F.R. § 1010.230(e) and includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed under the laws of a foreign jurisdiction that opens an account.

### **Protecting Your Account**

Your role is extremely important in the prevention of unauthorized activity on your Account. In the event you discover that your Account records disagree with ours, please contact us AT ONCE at 847-432-7800. In the event you fail to notify us in a timely and expeditious manner, you acknowledge and agree that your rights may be limited.

Notwithstanding the foregoing, you acknowledge that the risk of fraudulent Check transactions is significant. We offer various products and services designed to minimize this risk. To learn more about these products and services, you may contact your First Bank of Highland Park representative for details, including qualification requirements.

### **Transferring Your Account**

You acknowledge and agree that your Account may not be transferred or assigned without our prior written consent. Furthermore, you acknowledge and agree that you may not pledge your Account as collateral to secure any indebtedness without our prior written consent.

### **Protecting Yourself against Identity Theft**

We are committed to protecting your confidential information, but you can help by proactively protecting yourself against identity theft. Identity theft and account fraud are crimes committed when someone steals your personal information and uses that information to take funds from your Account or to accrue debt in your name. Please go to [www.firstbankhp.com](http://www.firstbankhp.com) for more information on how to better protect yourself against identity theft.

### **Notifying Us of Death or Incompetence**

You acknowledge and agree to notify us promptly if any person signing the signature card, or any other documents that we provide to you or your representative(s), passes away or is declared incompetent by a court. We may place a hold on your Account and refuse to accept deposits or permit withdrawals under such circumstances. Furthermore, we may hold any funds in your Account until we verify the identity of the successor. To notify us of a death or incompetence, please see the “Contacting First Bank of Highland Park” section of this Agreement.

## **Indemnification**

- *Customer*: To the fullest extent not prohibited by applicable law, you agree to indemnify and hold First Bank of Highland Park and its officers, directors, employees, affiliates, shareholders and agents harmless from and against any and all losses resulting directly or indirectly from, or arising in connection with: (a) your breach of any of agreements, representations, warranties or covenants in this Agreement, any service terms or any other related agreements; (b) your violation of applicable law; or, (c) your use of any services and First Bank of Highland Park complying with or carrying out any instruction or other direction given to First Bank of Highland Park in accordance with this Agreement. You are not, however, obligated to indemnify First Bank of Highland Park for any losses directly resulting from First Bank of Highland Park's gross negligence, willful misconduct, and breach of applicable law, fraud or bad faith.
- *First Bank of Highland Park*: To the fullest extent not prohibited by applicable law, First Bank of Highland Park agrees to indemnify and defend at First Bank of Highland Park's own expense or settle any action brought against you to the extent that it is based on a claim that (a) First Bank of Highland Park has breached its representations or warranties under this Agreement (including those of its processors or employees); (b) First Bank of Highland Park has breached its obligations to any of its employees or processors, or (c) your use of a service directly infringes a copyright, trademark or patent or constitutes misappropriation of a third-party trade secret, provided, however, that you: (i) promptly notify First Bank of Highland Park in writing of such claim; (ii) have not made any admission of liability or agreed to any settlement or other material issue relating to such claim; (iii) reasonably cooperate with First Bank of Highland Park at Bank's expense in the defense or settlement; and (iv) give First Bank of Highland Park sole control and authority over all aspects of the defense or settlement of such claim.

## **Facsimile Signatures**

You agree that if you utilize an automated or electronic check writing process, or a machine, software, mechanism, stamp, tool or device (such as, without limitation, a personal computer or desktop publishing) to supply a facsimile signature on your checks, or otherwise supply a mark, notation, symbol or other form of signature that is not your personal signature appearing on the signature card that you signed when you opened your account (collectively, "Facsimile Signature"), you authorize us to pay any check that bears a signature, mark, notation or symbol that reasonably resembles the Facsimile Signature, and you shall be solely responsible for any unauthorized use of the Facsimile Signature. You also agree to indemnify, defend and hold us harmless from and against all claims, costs, losses, damages, liability and expenses (including without limitation attorney's fees and costs) that we may incur as a result of any unauthorized use of the Facsimile Signature or any signature, mark, notation or symbol that reasonably resembles the Facsimile Signature. You further agree to assume any and all responsibility for any and all payments we make in good faith reliance upon the Facsimile Signature or a signature mark, notation or symbol reasonably resembling the Facsimile Signature.

## **Legal Actions Affecting Your Account**

We may accept, rely upon and act on any legal process served upon us that we believe to be valid, effective or binding, regardless of how or where we are served, and you will not hold us responsible for any loss or damages you suffer from our actions in reliance on any order or other legal process. "Legal process" includes, but is not limited to, a levy, garnishment or attachment, withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Account. Any fees or expenses that we incur in responding to any such legal process may be charged against any account you maintain with First Bank of Highland Park, without prior notice to you.

**Your Right to File a Complaint**

First Bank of Highland Park is chartered by the State of Illinois (IDPFR) and regulated by this office and the Federal Deposit Insurance Corporation (FDIC) Any customer wishing to file a complaint against us should contact the FDIC as follows:

Federal Deposit Insurance Corporation  
Consumer Response Center  
1100 Walnut St., Box #11  
Kansas City, MO 64106  
1-877-ASK-FDIC (1-877-275-3342)

# General Terms and Conditions

Understanding the Terms and Conditions of your Account (these “Terms and Conditions”) as well as the Federal laws and regulations that outline your rights and responsibilities as a Non-Consumer (Commercial Account) will help you protect your financial assets. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

## **Governing Laws, Rules and Regulations**

The body of state and Federal law that governs our relationship with you is too large and complex to be reproduced here. The purpose of this document is to:

- Summarize some laws, rules, and regulations that apply to common transactions
- Establish rules to cover transactions or events which the law does not regulate
- Establish rules for certain transactions or events which the law regulates but permits variation by agreement

Your Account is governed by Federal law and regulation and by the State of Illinois (to the extent that such state law has not been preempted by Federal law). All Items of deposit and collection that concern your Account are subject to applicable Federal law and regulation and the Automated Clearing House (“ACH”). Notwithstanding any other provision herein, this Agreement and any section within this Agreement may be changed or terminated without notice to you to the extent necessary to comply with any law of the State of Illinois or Federal Government, and any rule of the ACH.

Furthermore, you acknowledge and agree that the Rate Information Sheet, Account Information Brochure, applicable fee schedule and other disclosures, such as individual product and regulatory disclosures, may modify this Agreement.

## **Concerning Your Deposits**

All Checks, drafts, Substitute Checks and other Negotiable Instruments (collectively herein “Checks”) deposited to your Account are subject to final collection or subsequent return. Similarly, all Wire Transfer requests, ACH Items, and all other internal and external transfer requests (collectively herein “Funds Transfers”) are subject to final collection or subsequent return. As used throughout this Agreement, “Checks” and “Funds Transfers” are collectively referred to herein as “Items.”

We may charge your Account or any account you have with us if we are informed that an Item is being returned, or has been returned, to us as unpaid without regard to the return being timely. This right shall extend to Checks drawn on other accounts with us (“on-us” Checks) that are dishonored by us without regard to the dishonor being timely. No Item within a deposit shall be deemed finally paid because a portion thereof is withdrawn as cash.

Without limiting the foregoing, any Item deposited to your Account or cashed that is finally paid and subsequently returned because a claim is made that the Item was altered, forged, unauthorized, missing signature or should not have been paid for any reason, we may charge your Account or any account you have with us in the amount of the respective Item. In lieu of charging your Account, we may withhold an amount equal to the respective Item until final determination of such claim has been validated and resolved.

When an Item is returned to us as unpaid, it may create an overdraft of your Account. You acknowledge and agree to pay the amount of the overdraft and any overdraft fees immediately upon demand. At our discretion, and without notice to you, we may resubmit any returned Item for payment as permitted by Federal law and regulation.

We may return or refuse to accept, except for collection only, all or any part of an Item for deposit to your Account at any time and will not be liable to you for doing so even if such action causes outstanding Items to be returned or dishonored. Checks refused for deposit will be returned to you.

We shall not be responsible for deposits sent by mail, courier or placed in the outside depository until we have either received actual delivery from the U.S. Postal Service, courier or have removed the deposits from the outside depository. In the event you place your deposits in the outside depository, you acknowledge and agree to exercise ordinary care in opening, closing and properly securing the depository. Deposits that are received after our current Business Day's cut-off time, weekend, or Federal holiday will be treated as received on the next available Business Day and subject to the Funds Availability Policy. Please see the "Funds Availability Policy" document for details on deposit availability.

You acknowledge and agree to prepare your deposit in accordance with our instructions, which may include the use of an approved deposit bag or envelope and deposit ticket. Deposits placed in the outside depository are subject to final verification and upon review, may require an adjustment to your Account due to an error, including, but not limited to, an error that appears on your deposit ticket. You acknowledge and agree that we may adjust the balance in your Account due to any error as a result of your deposit.

We may accept Checks for deposit in U.S. Dollars drawn on a non U.S. bank or Checks payable in foreign currency drawn on a non U.S. bank on a collection only basis at the time of deposit. Actual credit for Checks payable in foreign currency is determined at the exchange rate in effect on the date and time of deposit. The "Funds Availability Policy" does not apply to Checks that are payable in foreign currency.

You shall not deposit any Substitute Check (also Image Replacement Document or IRD), other than those that are re-deposited for return purposes, unless we specifically agree to accept such deposit. In the event we accept any Substitute Check for deposit, you agree that such acceptance shall not be deemed to be our agreement to accept any other Substitute Check for deposit. Furthermore, you agree to reimburse us for losses, costs and expenses we sustain associated with warranty or indemnity claims in connection with your deposit of a Substitute Check, or in connection with an electronic representation you provide to us, including, but not limited to, the Substitute Check does not meet applicable standards or causes duplicate payments. Please see the "Substitute Checks and Your Rights" document for details about your rights with regard to Substitute Checks.

### **Deposit Corrections**

When we accept your deposits, we may provisionally credit your Account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your Account. We report adjustments on your account statement. However, if the error in completing the deposit slip was inadvertent and is less than our standard adjustment amount, we will not adjust the deposit unless you notify us of the error within one year of the date of your periodic statement that shows the deposit. After this notice period has passed without your bringing an error to our attention, the deposit amount indicated on the statement will be considered finally settled. This is, if the actual amount deposited was less than the amount declared on the deposit slip, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit slip, the difference will become our property. We may change our standard adjustment amount from time to time without notice to you. For more information or questions about the standard adjustment amount, please contact us at 847-432-7800.

### **Concerning Order of Payment**

The order in which items are paid is important if there is not enough money in your Account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. Our policy is to process manual transactions first, by dollar amount — smallest to largest on the day they are processed. We process electronic transactions second, by dollar amount — smallest to largest on the day they are processed. We process in-person transactions third, by dollar amount - smallest to largest on the day they are processed. We process check transactions fourth, by dollar amount - smallest to largest on the day they are processed. We process internal fees fifth, by dollar amount - smallest to largest on the day they are processed. We process internal auto transfer/debits sixth, by dollar amount: smallest to largest on the day they are processed. If a check, item or transaction is presented without sufficient funds in your Account to pay it, we may, at our discretion, pay the item (creating an

overdraft) or return the item for insufficient funds (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. We encourage you to maintain careful records and to practice sound account management to reduce possible fees, which may result from overdraft situations for check transactions.

### **Endorsing Your Checks**

You acknowledge and agree to endorse all Checks deposited to your Account in accordance to Federal law and regulation. Furthermore, you acknowledge and agree that each person signing the signature card is authorized, or any person as otherwise authorized, to endorse any Negotiable Instrument payable to you, or your order, for deposit to your Account. Such authorization remains in place until we actually receive written notice of a change from you. In the event your Account is for business purposes (Commercial Account), we will honor such authorization until we actually receive written notice of a change from the governing body of the legal entity. Notwithstanding, anyone can make a deposit to your Account. You acknowledge and agree that we have no obligation to question the authority of anyone making a deposit to your Account.

Proper endorsement standards specify that you endorse each Check in the area that extends 1 1/2 inches from the trailing edge on the back of the Check. The trailing edge is the left side of the Check when you look at it from the front side. If your endorsement obscures any area outside of the 1 1/2 inches reserved for your endorsement or if your endorsement is illegible or incomplete, we may, at our option, accept such nonconforming endorsement and you agree to hold us harmless from any claim, loss, delay, liability, or damage which may arise as a result. Without limiting the foregoing, this provision shall extend to imprinting information on the back of your Check(s).

In the event you deposit a Check that lacks endorsement, you acknowledge and agree that we may deem the Check as endorsed or may endorse the Check on your behalf. With respect to such deposit, our rights and your liabilities shall be determined as though you actually endorsed and deposited the Check. Notwithstanding, if you deposit a Check that is later returned to us because a claim has been made that the endorsement is either incomplete or is not authentic, we may withhold the amount of such Check from your Account until either the claim is withdrawn or the Check is finally paid.

### **Check Processing**

We may process Items mechanically by relying on the information encoded along the bottom of the Items. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process Items and do not inspect all Items to determine if they are properly completed, signed and endorsed. If the dollar amount written in words does not match the numerical amount on a Check, we may use either one when paying it. We may determine whether you have sufficient available funds in your Account to pay or return an Item at any time between the time we receive the Item and when we return the Item or send a notice in lieu of return. We are required to make this determination only once but may also review it again. Only one signature is required for us to process an Item even if the signature card for your Account or other documents states that more than one signature is required.

You must use Checks and other account documents obtained through or approved by us. First Bank of Highland Park is not responsible for Losses that result from improper or inaccurate printing on documents we do not approve. We may refuse to pay Checks if they are in a form that we cannot mechanically process using our ordinary equipment.

### **Check Cashing**

We may charge a fee to anyone that does not have an account with us who presents a Check written on your Account to be cashed at one of our branches as provided in our fee schedule. We may refuse to cash the Check or may require reasonable identification, including fingerprints. You agree that our refusal to cash a Check will not be considered a wrongful dishonor if the person presenting the Check refuses to pay the fee or provide sufficient identification.



### **Paying Stale and Post-Dated Checks**

We are not required to pay any Check which presents against your Account for payment more than six (6) months after its written date. Nonetheless, we may pay such Check if we do so in good faith. You acknowledge and agree that we are acting in good faith provided there is not a stop payment order in effect when we pay such Check. Notwithstanding, you acknowledge and agree that we may honor a post-dated Check which presents against your Account for payment prior to its written date unless YOU give notice to the bank of the postdating describing the check with reasonable certainty. The notice is effective for (6) months and must be received at such time and in such manner as to afford the bank a reasonable opportunity to place a stop payment on the check. If notice is not received, we will charge the amount of such Check against your Account. Without limiting the foregoing, you acknowledge and agree that you may request a stop payment order on a post-dated Check provided we have not accepted, certified, made final payment on or otherwise become accountable for such Check. Please see the "Requesting Stop Payment Orders: Checks" section of this Agreement for further details on requesting a stop payment order.

### **Concerning Restrictive Legends**

We are not liable to you for any claims, costs, losses or damages which result from the placement of restrictive legends on your Checks unless you and we have otherwise agreed in writing to such restriction. Without limitation, examples of restrictive legends include "Not valid after 90 days," "Not valid over \$1,000.00" and "Two Signatures Required."

### **Selecting Check Stock and Ink**

You acknowledge and agree to bear the risk of loss in the event you elect to have Checks printed by a vendor that has not been approved by us, use Check stock or features (such as security features) that cause critical data to disappear or to become obscured upon truncation, or make Checks out in a way (such as use of a light colored ink) that causes critical data to disappear upon truncation. Furthermore, you acknowledge and agree to bear the risk of loss in the event you use Check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. We strongly suggest that you do not pre-print your driver's license number, Social Security Number, or Taxpayer Identification Number on your Checks for security purposes.

### **Checks and Withdrawal Rules**

We may refuse any withdrawal or transfer request that is not on forms required by First Bank of Highland Park, or by a method we do not permit, exceeds the frequency limitations or is for an amount greater or less than any withdrawal limitations. We may close your Account for transactions that do not follow these requirements, even if we permit some of these transactions. We use the date the transaction is completed by us, not the date you initiate it, to determine the frequency of transactions. We may pay any Item drawn against your Account that would be a substitute check if it did not contain an error or defect. See the Funds Availability Policy for information about when you can withdraw funds you deposit into your Account.

### **Converting Checks to Electronic Items**

Checks that do not contain a value in the on-us auxiliary field of the MICR line may be converted to an ACH Debit Entry by a merchant, in which case such entry will be collected electronically and charged against your Account much more quickly than if processed as a Check through Check processing channels. This means that you (1) have a reduced right to stop payment; (2) must ensure that your Account has sufficient funds to cover the ACH Debit Entry processed through the ACH network; and (3) will not receive the cancelled Check(s) with your Periodic Statement. When a Check which qualifies for Check conversion to an ACH Debit Entry is presented for payment by way of:

- Point of Purchase: the merchant is required to provide notice of possible check conversion prior to receipt of each check. Usually such notice is posted at the point-of-purchase. The merchant is required to return the Check to you as voided after the transaction is complete. You should treat the voided

Check with care to reduce the risk of someone obtaining the voided Check and initiating additional debit transactions against your Account.

- Mail via Lockbox: the merchant is required to provide notice of possible check conversion prior to the receipt of each check. Usually such notice is included with your billing statement. The merchant is required to have procedures in place for the destruction of the original Check.
- Back Office: the merchant is required to provide notice of possible check conversion prior to the receipt of each check. Usually such notice is posted at the point-of-purchase. The merchant is required to have procedures in place for the destruction of the original Check.
- In all cases, a Check which qualifies for Check conversion into an ACH Debit Entry (Point of Purchase, Lockbox, or Back Office) will have a description of the debit transaction on your Periodic Statement you receive from us.

### **Requesting Telephone Transfers**

You acknowledge and agree that funds in any of your Accounts with us can be transferred, if arranged for or permitted, by telephone upon the request of any person signing the signature card, or any person as otherwise authorized, to another Account you have with us. We shall not be held responsible for any loss you incur as a result of our acceptance and execution of such request, order or instruction by telephone we believe to be genuine.

Notwithstanding, we may refuse to accept and/or execute any request, order or instruction we receive by telephone. Please see the “Restricting Withdrawals and Transfers” section of this Agreement for details about transfer request limitations. Other transfer restrictions may be described and provided under separate cover.

For details on withdrawal and transfer guidelines, please see the “Requesting Withdrawals and Transfers” section of this Agreement.

### **Requesting Withdrawals and Transfers**

You acknowledge and agree that we may debit your Account for any withdrawal or transfer that you make, or authorize another to make, in accordance with the provisions of your Account. Unless otherwise indicated on your Account records clearly and conspicuously, each person signing the signature card, or any person as otherwise authorized, may withdraw or transfer all or any part of the account balance.

As a condition of withdrawal, we may, at our discretion, require you to provide us with your signature on certain withdrawal documents signed in the presence of our personnel, or require other identification or information acceptable to us. You acknowledge and agree that we may refuse any withdrawal or transfer request which is provided on forms not approved by us, received by any method we do not specifically permit, received in excess of the number of withdrawals or transfers permitted, or received for an amount greater than, or less than, any withdrawal or transfer limitation.

Without limiting the foregoing, the date that the withdrawal or transfer request is completed by us is the date to which the frequency limitation is applied (as opposed to the date you initiate it). Notwithstanding, you acknowledge and agree that in the event we honor a withdrawal or transfer request which overdraws the available balance in your Account does not obligate us to do so in the future. Please see the “Funds Availability Policy” document for details on the availability of funds for deposits you make by Cash or Check. For deposits other than Cash or Check, you may ask us at the time of deposit when funds will become available for withdrawal or transfer.

### **Restricting Withdrawals and Transfers**

Federal law and regulation impose restrictions on the number of withdrawal and transfer requests allowed in any given Statement Cycle from a Savings and/or Money Market Account (non-transaction accounts); thus, we are required to monitor your Savings and/or Money Market Account each Statement Cycle for withdrawal and transfer activity. You acknowledge and agree that during any Statement Cycle, you may not make more than six withdrawals or transfers to another account of yours or to a Third Party by means of a preauthorized or automatic transfer, telephone order or instruction, computer transfer, check, draft, debit card or similar order to

a Third Party. We consider the transaction on the date the Item clears from your Account. This date may be different from the date on which you wrote the Check or the date on which you initiated the Item. You acknowledge and agree that we may close your Account, or convert your Account to an account type not subject to such withdrawal and/or transfer restrictions, in the event you frequently exceed the number of withdrawals or transfers stated herein as required by Federal law and regulation.

### **Requesting Notice of Withdrawal**

We may require advance notice of large cash withdrawals, and may require that you provide adequate security when you accept the cash. Under federal regulations, we may also require seven (7) days prior written notice for withdrawals from an interest-bearing account other than a demand deposit account. Withdrawals from a certificate of deposit (“CD”) prior to maturity may be restricted and subject to a penalty as provided in the product descriptions or the CD receipt you received when your CD was opened or the pre-maturity notice you received prior to renewal of your CD.

### **Provisioning for Multiple Signatures**

You acknowledge and agree that we may act upon any oral or written instruction by any person who signed the signature card, or any person as otherwise authorized, to transfer funds between your accounts, to transfer your account to another banking center and/or to take other actions. Under certain circumstances, we may require written authorization.

Notwithstanding, you acknowledge and agree that we do not offer an account on which two or more signatures are required for withdrawal. In the event you indicate on your Checks, signature card or other document that more than one signature is required for withdrawal, you acknowledge and agree that such indication is for your internal purposes only and is not binding to us. Without limiting the foregoing, you acknowledge and agree that we are not liable to you when we honor a Check, Item, or other instruction which presents against your Account that is signed, or approved, by any person who signed the signature card, or any person as otherwise authorized.

### **Provisioning for Returned Deposits: Checks**

In the event you deposit a Check to your Account that is later returned to us by the collecting bank, or we receive a notice in lieu of the return or a notice of the intent to return, we may accept the return, or the notice of return. Under such circumstances, you acknowledge and agree that we may debit your Account in the amount of the returned Check and any applicable fees without prior notice to you and without regard to the Check being returned to us in a timely manner by the returning bank.

Without limiting the foregoing, in the event you deposit a Check to your Account that has been previously paid by the paying bank but is later returned to us with the claim that the Check had been altered, forged, or unauthorized or should not have been paid for any reason, at our discretion and without prior notice to you, we may debit your Account in the amount of the respective Check and any applicable fees, or we may withhold an amount equal to the respective Check, until the claim is withdrawn or the Check is finally paid.

The foregoing provision shall extend to a Check that is later returned to us because a claim has been made that the endorsement was either incomplete or not authentic. For information on return provisions for ACH Items, please see the “Returning Unauthorized ACH Entries: Commercial” sections of this Agreement.

### **Returning Unauthorized Checks**

You are in the best position to discover and report any errors or unauthorized transactions involving your Account. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you. In the event you discover an error, forgery, alteration or other unauthorized Check activity involving your Account, notify us AT ONCE by calling 847-432-7800. If it is determined that the Check is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury. You acknowledge and agree to hold us harmless from any loss you incur as a result of an error, forgery, alteration or other unauthorized Check activity involving your Account if you fail to notify us within a reasonable time, and we will not be responsible for subsequent unauthorized transactions by the same

wrongdoer if we act in good faith. Without regard to care or lack of care of either you or us, if you do not discover and report an error or unauthorized signature, alteration, forgery, counterfeit Check, or other unauthorized Check activity on your Account within 24 hours after the date of the transaction, you are liable and understand that we have no liability and you are precluded from asserting the error or unauthorized transaction against us.

### **Provisioning for Insufficient Funds**

When funds in your Account are not adequate to pay a Check or other Item presented for payment, we consider the Check or other Item an Insufficient Funds Item. Insufficient Funds Items include all order and instructions for the payment, transfer, or withdrawal of funds from your Account. Examples of Insufficient Funds Items include, but are not limited to, Checks, demand drafts, images, Substitute Checks, Electronic Funds Transfer Items (ACH and ATM) as well as Items that present against Uncollected Funds. Whether we return or pay an Insufficient Funds Item depends on a number of factors, including the amount of the Item and past activity on your Account.

You acknowledge and agree that we have no obligation to honor any Item, withdrawal or transfer request unless it is drawn, or requested against, collected funds credited to your Account at the opening of business on the Business Day the Item, withdrawal or transfer request is presented and/or received. We may, at our discretion, make a decision to honor an Item, withdrawal or transfer request that is not drawn, or requested against, collected funds in your Account. Under such circumstances, you acknowledge and agree that we are under no obligation to honor such event in the future.

Notwithstanding, we may, at our discretion, make a decision to honor an Item, withdrawal or transfer request that results in an overdraft to your Account. Under such circumstances, you acknowledge and agree to immediately pay the amount of the overdraft, applicable fees whether or not you signed and/or initiated the Item, withdrawal or transfer request causing the overdraft. You acknowledge and agree we may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. Furthermore, you acknowledge and agree to pay all costs and expenses we incur in the collection of any overdraft on your Account, including our reasonable attorneys' fees, where permitted by law.

### **Requesting Stop Payment Orders: Checks**

You may request a stop payment order on a Check drawn against your Account if we have not accepted, certified, made final payment on or otherwise become accountable for the Check. Furthermore, you acknowledge and agree that each person signing the signature card is authorized, or any person as otherwise authorized, to request a stop payment order on any Check drawn against your Account. Stop payment orders may be requested electronically through our Online Banking service, initiated by way of telephone, secured email, facsimile or in person at one of our banking centers. Please see the "Contacting First Bank of Highland Park" section of the *Welcome to First Bank of Highland Park* document for contact information.

You acknowledge and agree that we will not be liable for the nonpayment of any Check on which you have requested a stop payment order. Furthermore, in the event your stop payment order is successful, you may still be liable to the Payee or Third Party in the amount of the respective Check. You acknowledge and agree to indemnify us and reimburse us for any losses, damages, suits, judgments and expenses that result from the nonpayment of any Check drawn against your Account for which a stop payment order is requested.

Although we may, at our discretion, act upon your oral stop payment request, we must receive a written confirmation from you within 14 calendar days from the date of your oral request. In the event you fail to provide us with your written confirmation within the 14 calendar day timeframe, you acknowledge and agree that we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein. Upon receipt of your written confirmation, a stop payment order remains in effect for six (6) months, unless renewed in writing.

To request a stop payment order, we will need the account number, check number and exact amount to allow us to identify the Check based upon our computer retrieval system standards. We may also require the written date of the Check and the name of the Payee to whom the Check was made payable. You acknowledge and agree to indemnify us from any losses you incur as a result of providing us with an incorrect account number,

check number and exact amount. Furthermore, in the event you provide us with an incorrect account number, check number and exact amount of the Check on which you requested a stop payment order, you acknowledge and agree that we may pay the Check accordingly.

Notwithstanding, we must receive the stop payment order at such a time and in such a manner as to afford us the reasonable opportunity to act upon the stop payment order. Our cut-off time for a stop payment order is 10:00 a.m. CT on the Business Day on which we receive the Check. A stop payment order will be in effect for six (6) months. We will charge your Account a fee for each stop payment order. A request for a continuation on a stop payment order is considered a new stop payment order which results in an additional stop payment fee. If a Check is presented for payment after any stop payment order has expired, we may pay the Check accordingly.

Stop payment orders on official Checks, cashier's Checks, or certified Checks are not permitted. If an official Check, cashier's Check, or certified Check has been lost, stolen or destroyed, you may provide a declaration of loss and affidavit and request the Check be re-issued. We may require that you wait 90 calendar days (or provide a bond where permitted by law) before honoring your claim, and we will not be liable to you if such Check is cashed prior to the expiration of the 90 calendar days from the issue date (or receipt of bond, where applicable) or in the case of a certified Check, from the acceptance date.

In the event we inadvertently pay a Check for which a valid stop payment order should have been in effect, we will reimburse you for your losses, up to the amount of the Check, provided that you are able to prove to our satisfaction that you do not owe the Payee in the amount of the respective Check. Under such circumstances, we may attempt to recover the amount from the Payee to whom you wrote the Check and you agree to cooperate in such recovery effort.

If you are unable to prove to our satisfaction that you do not owe the amount of the Check to the Payee to whom you wrote the Check, we will not be obligated to reimburse you for your losses, up to the amount of the Check. In any event, our liability for paying a Check subject to a proper and timely stop payment order is limited to the actual loss suffered, up to the amount of the Check, unless payment was due to our gross negligence or willful and intentional disregard of your stop payment order.

Without limiting the foregoing, you may request to release a stop payment order if we have not already acted upon such request by returning the respective Check as unpaid due to the stop payment order. In the event you wish to release a stop payment order, the Authorized Signer who requested the respective stop payment order, or any person as otherwise authorized, must request the release. Please see the "Contacting First Bank of Highland Park" section of the Welcome to First Bank of Highland Park document for contact information.

Notwithstanding the foregoing, please see the "Requesting Stop Payments: Commercial ACH and Recurring Electronic Transfers" section of this Agreement for details which pertain to requesting a stop payment order for ACH Items and recurring electronic transfers. The "Electronic Funds Transfer" section of this Agreement provides details which pertain to requesting a stop payment order for ATM and debit card transactions.

### **Concerning Truncation, Substitute Checks, And Other Check Images**

Checks you write may be converted into electronic images (truncated) during the check collection and return process. You acknowledge and agree to bear the risk of loss in the event you elect to have checks printed by a vendor that has not been approved by us, use check stock or features (such as security features) that cause critical data to disappear or to become obscured upon truncation, or make checks out in a way (such as use of a light colored ink) that causes critical data to disappear upon truncation.

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications of substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us of any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check

21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

### **Concerning Remotely Created Checks**

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner.) In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line. For example, if a person provides an account number in response to a telephone solicitation, the telephone solicitor can use the account number to issue a remotely created check to withdraw money from that account.

You warrant and agree the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your Account to pay the amount you owe us, and if there are insufficient funds in your Account, you still owe us the remaining balance. We reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such item. You agree to indemnify us from all loss, expense and liability related to a claim that such remotely created check was not authorized by the persons on whose account it was drawn.

If you are subject to the requirements of the Telemarketing Sales Rule as promulgated by the Federal Trade Commission (together with any additional or related rules and policies, the "TSR"), you are prohibited, among other requirements, from creating and using certain payment methods including "remotely created payment orders" (including a remotely created check) as defined in the TSR (collectively, the "Prohibited TSR Payments"). You are responsible for understanding and complying with the TSR and agree that you will not deposit with, initiate or send to, or seek to process with us any Prohibited TSR Payment.

### **Concerning Government Payments**

In the event we deposit a payment from the Federal Government to your Account which should have been returned to the Federal Government for any reason, you acknowledge and agree that we may debit your Account or any account you have with us in the amount of our liability to the Federal Government, without prior notice and at any time, except where prohibited by law. Furthermore, you acknowledge and agree that we may use any other legal remedy to recover the amount from you in the event funds are not available in any account you have with us to satisfy our liability with the Federal Government.

### **Concerning Your Periodic Statement**

We will maintain appropriate records of your Account and will provide you with a Periodic Statement which reflects such records. Your Periodic Statement will be mailed to you as applicable to your current address we have on file for you. The term "monthly" as discussed in this Agreement means a period of time covered by your Periodic Statement. This period of time may or may not correspond to a Statement Cycle but in most cases will not exceed 32 days or be less than 28 days. The specific dates covered by your Periodic Statement will be set forth in the statement.

Your Periodic Statements will be mailed by way of the U.S. Postal Service unless you and we have otherwise agreed upon a different delivery system. We may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service.

You acknowledge and agree to promptly notify us in writing at the address listed in the "Contacting First Bank of Highland Park" section of the Welcome to First Bank of Highland Park document in the event you change

your mailing address. Furthermore, we may accept a change of address provided by any person signing the signature card, or any person as otherwise authorized, on your Account. Without limiting the foregoing, in the event your Periodic Statement is returned to us as undeliverable, we reserve the right to discontinue mailing your Periodic Statement until you provide us with a new mailing address. Furthermore, we reserve the right to destroy all previously returned Periodic Statements after 90 calendar days of the statement date. You acknowledge and agree to hold us harmless from any claim that transpires as a result of your failure to notify us immediately of an address change.

### **Reviewing Your Periodic Statement**

You agree to review your Periodic Statement, promptly upon receipt. In the event you do not receive your scheduled Periodic Statement, notify us AT ONCE by calling 847 .432.7800. Upon receipt of your Periodic Statement, if you discover any error or discrepancy reflected on your Periodic Statement, you acknowledge and agree that you must notify us AT ONCE of the relevant facts by calling 847-432-7800.

### **Reviewing Your Periodic Statement: ACH**

ACH Items can consist of debit and credit transactions. Your rights and responsibilities under the NACHA Operating Rules depend on the account type. A Commercial Account is afforded protections of the NACHA Operating Rules and the provisions of the UCC, Article 4A. Such protections and provisions include, but are not limited to, return timeframes and provisional credit, respectively. You acknowledge and agree to be bound by the NACHA Operating Rules, as applicable. Please see the “Automated Clearing House Items” section of the *Funds Transfer Services* document for details about your rights and responsibilities with regard to ACH.

### **Reviewing Your Periodic Statement: Debit Card**

Debit card activity consists of point-of-sale electronic credit transactions to a Third Party initiated by you either in-person, over the telephone or through the Internet, with the use of your Access Device.

### **Reviewing Your Periodic Statement: Online Bill Pay**

Online Bill Pay activity consists of electronic credit transactions to a Third Party initiated by you, through the Internet. Your rights and responsibilities are dependent upon the account type.

Notwithstanding, Non-Consumer Account types are provided some protection under the NACHA Operating Rules. Please refer to the “Terms and Disclosures” document provided to you at the time you subscribed to our online Bill Pay service for details on this subject matter.

### **Provisioning for Inactive and Dormant Accounts**

An account becomes dormant when there has been a lack of customer-generated activity and customer-generated communication on the account for one (1) year. In the event your Account becomes dormant, we reserve the right to hold your Periodic Statements. In the event your Account is dormant for at least three (3) years, and you have failed to notify us of an address change, or make contact, your Account may be presumed abandoned. Under such circumstances, you acknowledge and agree that we are obligated by law to deliver the funds in your Account, if any, to the State of Illinois Treasurer’s Office. If you have any concerns as to the status of your Account, you may call us at 847-432-7800.

### **Concerning IOLTAs and Fiduciary Accounts**

Subject to applicable law, an Attorney Client Trust Account (also referred to as an “Interest On Lawyer’s Trust Account,” or “IOLTA”) is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney’s or law firm’s funds. Upon our request, the authorized signers for an IOLTA will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are not acting as a trustee, nor do we need to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the IOLTA agrees to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney’s fees, we may suffer or incur arising out of any

action or claim by any beneficiary or Third Party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the IOLTA.

With respect to all fiduciary accounts, including but not limited to Estate Accounts, Guardianship Accounts, Conservatorship Accounts, and any Formal Trust Account, Uniform Transfers to Minors Act Accounts, IOLTAs and agency accounts, at any time we may require such documents and authorizations as we may deem necessary or appropriate to satisfy us that the person(s) requesting or directing the withdrawal of funds held in the account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

### **Provisioning for Notices**

We inform you of changes that affect your rights and responsibilities by way of notices. In the event your Account has more than one signer, notice to one of you will be effective as to all of you. We may, at our discretion, post a notice in our banking centers and/or on our Website. Otherwise, notices will be mailed to you by way of the U.S. Postal Service unless you and we have otherwise agreed upon a different delivery system. You acknowledge and agree to promptly notify us in writing at the address listed in the “Contacting First Bank of Highland Park” section of this document in the event you change your mailing address. Furthermore, you acknowledge and agree that we may recognize a change of address provided by any person signing the signature card, or any person as otherwise authorized, on your Account.

Notwithstanding, you acknowledge and agree that we may change your mailing address in our records if we receive an address change notice from the U.S. Postal Service or from another entity in the business of providing correct address information that the address we have on file for you no longer corresponds to the address on file with the U.S. Postal Service. In the event one or more notices we mailed to you is returned to us as undeliverable, we may destroy such notice after 90 calendar days from the notice date without incurring any liability to you. Furthermore, we may stop mailing future notices to you until you provide us with a new mailing address. You acknowledge and agree that such undeliverable notices and the subject matter thereof are effective and binding on you.

### **Affirming Our Right of Waiver**

You acknowledge and agree that we may, at our discretion, waive any of your obligations under this Agreement in a particular situation, without any obligation to treat future situations similarly, where permitted by law.

### **Affirming Our Right of Setoff**

You acknowledge and agree that your Account is subject to our rights of setoff, whether legal or equitable. At our discretion and without prior notice to you, we may set off the funds in your Account(s) against any due and payable debt you owe us or against any due and payable debt any legal entity you own owes us now or in the future, by any of you having the right of withdrawal, to the extent of such person’s or legal entity’s right to withdraw, where permitted by law. This right of setoff shall not be deemed to be waived by an act or omission or other conduct by us, or by any failure by us to exercise this right of setoff or by any delay by us in doing so.

In the event the debt arises from a note, any “due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance on the due date for which we properly accelerate under the terms of the note.

We will not be liable for the dishonor of any Check that is presented for payment against your Account if the dishonor takes place due to our action to set off a debt against your Account. You acknowledge and agree to hold us harmless from any claim that transpires as a result of our right to setoff and the execution thereof.

### **Affirming Limit of Liability**

You agree that the amount of any claim you have against us in connection to any Account or transaction with us, is subject to reduction on the basis of failure to use reasonable care on your part, the part of any person who



signed the signature card on your Account, or the part of any of your agents or employees who contributed to the loss, which is the basis of your claim.

You further agree that our liability with respect to such claim will be limited to the face value of any Item or transaction improperly dishonored or paid or the actual value of any deposits not properly credited or withdrawals not properly debited, and that no liability for consequential, special, incidental or punitive damages will exist unless required by law.

You agree that in no event shall we be responsible for any loss, claim, liability, damage or other amount arising in any way, directly or indirectly, from any error, failure, or delay in the performance of any of our obligations to you caused by natural disaster, fire, war, strike, civil unrest, error in or malfunctioning of communication equipment or lines, or any other circumstance beyond our reasonable control. Our only liability hereunder is for our intentional wrongful acts and gross negligence.

You agree to hold us harmless from any liability, loss, expenses and costs we may incur by reason of your failure to comply with any of the provisions of this Agreement. In addition, unless prohibited by law, you agree to reimburse us for any liability, loss, cost and expense we may incur in connection with your Account(s) except to the extent that such liability, loss, expense, and cost was caused solely by our intentional misconduct.

### **Erroneous Execution**

If we receive an order to pay you, and we pay you more than the amount of the payment order in error, we are entitled to recover from you the excess amount above and beyond the payment order amount, regardless of whether you may have some other claim against the originator of the payment order to any amount in excess of the payment order amount.

### **Unlawful Internet Gambling Notice**

The Unlawful Internet Gambling Enforcement Act of 2006 (“UIEGA”) prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. Bank does not offer commercial account services to businesses that engage in Internet gambling activities or that process transactions related to Internet gambling activities. BANK PROHIBITS CUSTOMER FROM USING ANY ACCOUNT AT THE BANK TO PROCESS ANY TRANSACTION RELATED TO INTERNET GAMBLING ACTIVITIES AND RESERVES THE RIGHT TO TERMINATE ALL ACCOUNTS OF CUSTOMER AT THE BANK, WITHOUT NOTICE, IF CUSTOMER VIOLATES THIS PROHIBITION.

### **Provision for Equitable Relief, Venue, Jury Trial Waiver, Class Action Waiver, Damage Limitation and Survival/Severability**

**EQUITABLE RELIEF.** You and we shall have the right to apply to a court to enjoin any breach of these Terms and Conditions and/or Terms and Disclosures.

**VENUE.** YOU AND WE AGREE THAT ANY LAWSUIT, ACTION, OR PROCEEDING THAT IS BROUGHT (WHETHER IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING IN ANY WAY TO ANY OF THESE TERMS AND CONDITIONS AND/OR TERMS AND DISCLOSURES, THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE ACTS, CONDUCT, OR OMISSIONS OF FIRST BANK OF HIGHLAND PARK OR ANY OF ITS AFFILIATES, AGENTS, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF SHALL BE BROUGHT IN A STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN COOK COUNTY, ILLINOIS. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) SUBMIT TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS, (B) WAIVE ANY OBJECTION YOU MAY NOW OR HEREAFTER HAVE AS TO THE VENUE OF ANY SUCH LAWSUIT, ACTION, OR PROCEEDING BROUGHT IN ANY SUCH COURT, AND (C) FURTHER WAIVE ANY CLAIM THAT YOU MAY NOW OR HEREAFTER HAVE THAT ANY SUCH COURT IS AN INCONVENIENT FORUM.

**JURY TRIAL WAIVER.** YOU ACKNOWLEDGE THAT THE RIGHT TO A TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT SUCH RIGHT MAY BE WAIVED. YOU HEREBY KNOWINGLY, VOLUNTARILY, IRREVOCABLY, AND EXPRESSLY WAIVE (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) ALL RIGHT TO A TRIAL BY JURY IN ANY DISPUTE, ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) INVOLVING YOU AND FIRST BANK OF HIGHLAND PARK OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS. You agree that: (a) neither First Bank of Highland Park nor any of its agents has represented, expressly or otherwise, that it would not, in the event of litigation, seek to enforce the foregoing waiver, and (b) First Bank of Highland Park has been induced to enter into these Terms and Conditions and/or Terms and Disclosures with you by, among other things, the waiver and acknowledgements by you in this section.

**CLASS ACTION WAIVER.** YOU VOLUNTARILY WAIVE AND GIVE UP YOUR RIGHT TO SERVE AS A CLASS REPRESENTATIVE FOR, OR PARTICIPATE AS A MEMBER OF, A CLASS ACTION, IN CONNECTION WITH A DISPUTE INVOLVING US.

**DAMAGE LIMITATION.** You agree that neither First Bank of Highland Park nor any of its affiliates, agents, successors or assigns shall have any liability with respect to any claim for any special, indirect, incidental, or consequential damages (including any claim for loss of profits, revenue or business) suffered or incurred by you, however caused and based on any theory of liability, arising out of, or in any way related to, these Terms and Conditions and/or Terms and Disclosures, or any of the transactions contemplated thereby, or the conduct, acts, or omissions of First Bank of Highland Park or any of its agents, affiliates, successors or assigns in the negotiation, administration, or enforcement thereof. **YOU HEREBY WAIVE, RELEASE, AND AGREE NOT TO SUE FIRST BANK OF HIGHLAND PARK OR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, AGENTS, SUCCESSORS OR ASSIGNS FOR PUNITIVE DAMAGES IN RESPECT OF ANY CLAIM IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THESE TERMS AND CONDITIONS AND/OR TERMS AND DISCLOSURES, ANY OF THE TRANSACTIONS CONTEMPLATED THEREBY, OR THE CONDUCT, ACTS, OR OMISSIONS OF FIRST BANK OF HIGHLAND PARK OR ANY OF ITS AGENTS, AFFILIATES, SUCCESSORS OR ASSIGNS IN THE NEGOTIATION, ADMINISTRATION, OR ENFORCEMENT THEREOF.**

**SURVIVAL OF OBLIGATIONS AND SEVERABILITY.** The foregoing provisions and any releases of liability as well as your obligations to indemnify us and pay any costs, expenses, and/or fees shall survive the closure of your account(s) with us and the termination of all of your business with us. Any provision of these Terms and Conditions and/or Terms and Disclosures held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of these Terms and Conditions and/or Terms and Disclosures, and the effect thereof shall be confined to the provision held to be invalid or illegal.

# Funds Availability Policy

Our Funds Availability Policy is applicable to both a transaction and non-transaction account type. A checking account is considered the most common “transaction” account type due to the unlimited number of withdrawals allowed, including but not limited to, transfer requests over the telephone and preauthorized transfer requests between your Accounts with us. A savings or money market account is considered a “non-transaction” account due to the limited number of withdrawals allowed. For details on withdrawal limitations on savings and money market accounts, please see the “Restricting Withdrawals & Transfers” section of this Agreement. Furthermore, you may inquire as to the account type of other accounts you have with us by calling 847-432-7800.

## **Concerning Your Ability to Withdraw Funds**

Our Funds Availability Policy is to make funds available to you from your cash and Check deposits on the first Business Day after the day we receive your deposit. Without limiting the foregoing, Automated Clearing House (ACH) Items and Wire Transfers will be made available to you on the Business Day we receive such deposit. Thus, as soon as an ACH or Wire Transfer deposit is received by us, you will have use of such funds. Without limiting the foregoing, we will use the receipt of such deposits to pay Items that present against your Account. You acknowledge and agree that you are responsible for the management of your Account with us. In the event you withdraw all funds in your Account to which a deposit is made, you acknowledge and agree that you are responsible for all Items that present against your Account for payment and any Items that are returned as unpaid, including any fees that result due to such non-payment.

To determine the availability of your deposits, every day is a Business Day except for Saturday, Sunday and Federal holidays.

Our general cut-off time is 5:00 PM CT Monday through Friday. Our cut-off time for deposits made at First Bank of Highland Park ATMs is 2:00 PM CT Monday through Friday. Funds deposited to a Night Depository will be processed at 7:00 AM CT each business day.

In the event you make a deposit before 5:00 p.m. CT on a Business Day that we are open, we will consider that day to be the day of your deposit. However, in the event you make a deposit after 5:00 p.m. CT or on a day that we are not open, we will consider such deposit as if it were made on the next available Business Day.

## **Concerning Longer Delays**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

Without limiting the foregoing, we will notify you at the time of your deposit if we are not going to make the total amount of the deposit available to you on the first Business Day after the day of deposit. Furthermore, we will provide you with the date of when the total funds will become available for withdrawal by you. In the event the deposit in question is not made in person to one of our employees or we decide to take such action after you have left our banking center, we will mail notice to you on the first Business Day after we have received your deposit. In any event, you may ask us when funds will become available prior to making a deposit by Check with us.

Notwithstanding, funds you deposit by Check may be delayed up to 7 Business Days when these circumstances arise:

- We believe a Check you deposit will not be paid.
- You deposit Checks totaling more than \$5,000 on the same day.
- You redeposit a Check that has been previously returned unpaid.
- You have overdrawn your Account repeatedly in the last six months.

- We or others in the payment channel encounter an emergency, such as failure of computer or communications equipment.

We will notify you in the event we delay your ability to withdraw funds and will provide a date of when the funds will become available for withdrawal.

**Provisioning for New Accounts**

In the event your Account is a new account, opened 30 days or less, special guidelines govern our processing of your deposits. These special guidelines include:

- ACH Deposits: Funds become available to you on the Business Day we receive such Items.
- Wire Transfer Deposits: Funds become available on the first Business Day after the day of deposit.
- Cash Deposits: Funds become available on the first Business Day after the day of deposit.
- Cashier, Certified, Teller and Traveler Check Deposits: Funds for the first \$5,000 become available on the first Business Day after the day of deposit. In the event your deposit was not made in person to one of our employees, funds for the first \$5,000 do not become available until the second Business Day after the day of deposit. In either case, the balance of the deposit becomes available on the seventh Business Day after the day of deposit.
- Federal, State and Government Deposits: Funds become available on the first Business Day after the day of deposit.
- Other Check Deposits: Funds will generally be made available no later than the seventh business day after the day of your deposit.

**Examples of First Bank of Highland Park Funds General Availability Policy for Checking Accounts**

Transaction made prior to scheduled cut-off*		
Type of Deposit	When funds are available	Example: if a deposit is made on a Monday (assuming no holidays) your funds will be available for use on:
Direct Deposit, Electronic Transfers, Wire Transfers	On the day of deposit	Monday
Cash with a teller	On the day of deposit	Monday
All checks with a teller	On the first business day after the day of deposit	Tuesday
At ATM (cash and checks)**	On the first business day after the day of deposit	Tuesday
Cash at Night Depository	On the day of deposit	Monday
Checks at Night Depository	On the first business day after the day of deposit	Tuesday

\*Deposits made after the scheduled cut-off time or on a non- business day will be considered deposited to your Account as of the next business day we are open.

\*\*Automatic Teller Machine deposits made on a business day after 2:00 PM CT, or on a day we are not open will be considered deposited to your Account as of the next business day we are open.

# Funds Transfer Services

Understanding the Terms and Conditions of your Account as well as the Federal laws and regulations that outline your rights and responsibilities as a Non-Consumer (Commercial Account) will help you protect your financial assets. This document is divided into three distinct parts: (1) Wire Transfer Requests, (2) Automated Clearing House Items, and (3) Electronic Funds Transfers. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

## **Wire Transfer Requests**

This section covers your rights and responsibilities with regard to Wire Transfer requests you initiate or receive. Furthermore, this section is applicable to Non-Consumer (Commercial) Accounts. The “Wire Transfer/Payment Order Agreement” is provided to you under separate cover, where applicable. We may use Fedwire to execute any Wire Transfer request; Fedwire is the Funds Transfer system of the U.S. Federal Reserve Banks. If any part of a Wire Transfer request is carried out by Fedwire, your rights and responsibilities are governed by Regulation J of the U.S. Federal Reserve Board. Without limiting the foregoing, certain provisions of the Uniform Commercial Code, Article 4A (UCC, Article 4A), may apply to Commercial credit transactions (Non-Consumer). We may, at our discretion, contact you for confirmation of your Wire Transfer request prior to processing. Failure to receive confirmation may result in your Wire Transfer request not being processed.

## **Notifying Us of Wire Transfer Discrepancy**

We will send you a confirmation that sets forth the date, amount and other information which pertains to your Wire Transfer request. The confirmation will be sent to you on the Business Day your Wire Transfer request is received based on the instructions we have on file for you. You must notify us within one (1) Business Day from the date such confirmation is sent to you of any discrepancy which pertains to your Wire Transfer request by calling 847-432-7800. In the event you fail to notify us within the timeframe set forth herein, you acknowledge and agree that we shall be relieved of any liability in connection with the Wire Transfer request. You may access your Account details by way of our Treasury Management Service, Commercial Online Banking Service and/or Telephone Banking Service.

## **Affirming Our Right to Select Medium**

You acknowledge and agree that we may select any intermediary financial institution, system or means of transmittal to send a Wire Transfer. Furthermore, you acknowledge and agree that our selection may differ from that indicated in your payment instructions.

## **Concerning Name and Number Discrepancy**

In the event you initiate a Wire Transfer for which Fedwire is used, and you identify the beneficiary by name and account number, you acknowledge and agree that the beneficiary’s financial institution may make payment based solely upon the account number. Thus, if the name and account number of the Wire Transfer you initiate do not match, the beneficiary’s financial institution may accept the Wire Transfer based solely on the account number unless the beneficiary’s financial institution has knowledge of the discrepancy. In any event, you acknowledge and agree that the beneficiary’s bank is not required to determine whether the name and account number refer to the same beneficiary.

Similarly, without limiting the foregoing, in the event you initiate a Wire Transfer for which Fedwire is used, and you identify an intermediary or a beneficiary financial institution by name and identifying number, you acknowledge and agree that we and every intermediary or beneficiary financial institution may make payment based solely upon the identifying number. Thus, in the event the name and identifying number of the Wire Transfer you initiate do not match, we and every intermediary or beneficiary financial institution may rely solely on the identifying number even in the event the identifying number identifies a financial institution other than the one named.

### **Amending or Canceling a Wire Transfer**

You acknowledge and agree that you may not amend or cancel a Wire Transfer request after we have received it. In the event you request for us to amend or cancel a Wire Transfer that has been received by us, we may, at our discretion, make a reasonable effort to act upon your request. Under such circumstances, you acknowledge and agree that we are not liable to you in the event the Wire Transfer cannot be amended or canceled, for any reason. Furthermore, you acknowledge and agree to indemnify and reimburse us for any losses we incur which may result from your request to amend or cancel a Wire Transfer.

### **Affirming Our Right to Reject a Wire Transfer**

You acknowledge and agree that we may, at our discretion, confirm the authenticity of your Wire Transfer request by requiring additional information, but are under no obligation to do so. Furthermore, you acknowledge and agree that in the event we require additional information, but do not receive such information, we, at our discretion, may initiate or reject your Wire Transfer request. Under such circumstances, we shall not be liable to you for any actual loss or damages provided we acted in good faith.

### **Automated Clearing House Items**

This section covers your rights and responsibilities with regard to Automated Clearing House (ACH) Items you initiate or receive. In connection with your account type, your rights and responsibilities will be governed accordingly by applicable state laws and Federal rules and regulations. You acknowledge and agree to be bound by the NACHA Operating Rules. This section is divided into two distinct parts: Laws, Rules and Regulations and Commercial Accounts. The subject matter that follows provides guidance as to your rights and responsibilities of managing your Account with us.

### **Provisioning of UCC 4A**

The Uniform Commercial Code, Article 4A (UCC, Article 4A), provides provisions for Commercial credit transactions that process through the Automated Clearing House (ACH) not governed by Regulation E. Thus, with respect to the ACH Network, UCC, Article 4A, is only applicable to Commercial credit transactions (Non-Consumer).

### **Governing Body of NACHA**

As a whole, the governing body of the National Automated Clearing House Association (NACHA) provides protections for Consumer ACH transactions. Furthermore, to some extent, NACHA provides protections for Non-Consumer ACH transactions. Nonetheless, these protections for a Non-Consumer are to a lesser extent and ordinary care by the owner of a Commercial Account is vital.

A Commercial Account is limited to the next Business Day from the Settlement Date to return an unauthorized ACH Entry. Thus, when you are the owner of a Commercial Account, you must practice ordinary care with managing your Account activity on a daily basis. You may access your Account details by way of our Treasury Management Service, Commercial Online Banking Service and/or Telephone Banking Service.

### **Concerning Commercial ACH Credit Entries**

Credit given by us to you with respect to an ACH Credit Entry is provisional until we receive final settlement from the Federal Reserve Bank (UCC, Article 4A). In the event we do not receive final settlement, you acknowledge and agree that we are entitled to debit your Account in the amount of the ACH Credit Entry, and the Originator that initiated the ACH Credit Entry shall be deemed not to have made payment to you. You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may credit your Account in accordance to these Rules as instructed by the Originator of the ACH Credit Entry. Furthermore, we may accept an ACH Credit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Credit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Illinois.

Without limiting the foregoing, you acknowledge and agree that we are not required to provide you with next day notice of an ACH Credit Entry we accept on your behalf. However, we shall continue to notify you of such receipt as reflected on your Periodic Statement we provide to you. You may access your Account details by way of our Treasury Management Service, Commercial Online Banking Service and/or Telephone Banking Service.

### **Concerning Commercial ACH Debit Entries**

You acknowledge and agree that we may rely on the representations and warranties contained in the NACHA Operating Rules and may debit your Account in accordance to these Rules as instructed by the Originator of the ACH Debit Entry. Furthermore, we may accept an ACH Debit Entry on your behalf which is not subject to Regulation E and your rights and responsibilities with respect to such ACH Debit Entry shall be construed in accordance with the NACHA Operating Rules and the laws of the State of Illinois.

Without limiting the foregoing, you acknowledge and agree that upon receipt of an ACH Debit Entry, you have until the next Business Day to determine if such ACH Debit Entry is authentic. In the event you do not recognize an ACH Debit Entry (or ACH Credit Entry), notify us AT ONCE of the relevant facts by calling 847-432-7800. You may access your Account details by way of our Treasury Management Service, Commercial Online Banking Service and/or Telephone Banking Service.

In the event you determine that the ACH Debit Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Debit Entry accordingly. You acknowledge and agree that we must receive your request to return such ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. The Settlement Date is the date on which the ACH Debit Entry posted to your Account. Notwithstanding, you acknowledge and agree that you lose your right to return under the NACHA Operating Rules in the event you fail to notify us of your intent to return an unauthorized ACH Debit Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. Under such circumstances, we may act on your behalf to request a “permissible return” from the financial institution that sent the ACH Debit Entry, but such institution is not required to comply with our request. You agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Debit Entry that is not returned by the next Business Day and deadline set forth herein and in accordance to the NACHA Operating Rules.

### **Returning Unauthorized ACH Entries: Commercial**

Although all ACH Entries (both credit and debit) may be returned in accordance to the NACHA Operating Rules, those ACH Entries that are unauthorized may warrant the most concern. In the event you receive an ACH Entry that is unauthorized, you acknowledge and agree that you have until the next Business Day from the Settlement Date to return it. The Settlement Date is the date on which the ACH Entry posts to your Account.

In the event you discover (or reasonably should have discovered) any unauthorized ACH activity on your Account, notify us AT ONCE by calling 847-432-7800. If it is determined that the ACH Entry is unauthorized, we will ask you to provide us with a written statement under the penalty of perjury and will return the ACH Entry accordingly. You must notify us of your intent to return an unauthorized ACH Entry by the next Business Day from the Settlement Date by our deadline at 12:00 p.m. CT. You acknowledge and agree to hold us harmless from any loss you incur as a result of the unauthorized ACH Entry that is not returned within the timeframe set forth herein and in accordance to the NACHA Operating Rules. Without limiting the foregoing, you acknowledge and agree to hold us harmless in the event it is later determined that the ACH Entry was authorized; thus, the Originator of such ACH Entry plans to seek retribution.

We strongly recommend that you review your Account often and consider carefully those to who you provide your account information to help minimize fraudulent activity on your Account. You may access your Account details by way of our Treasury Management Service, Commercial Online Banking Service and/or Telephone Banking Service.

### **Concerning Commercial Check Conversion**

Although the NACHA Operating Rules allow for Checks to be converted to an ACH Debit Entry, certain criteria must be met. When your Commercial Check contains a value in the auxiliary field, a merchant or depository bank is required to process such Check in accordance with Federal law and regulation that govern Check processing. In the event your Commercial Check contains a value in the auxiliary field, but is converted to an ACH Debit Entry, notify us AT ONCE of the relevant facts by calling 847-432-7800.

In contrast, in the event your Commercial Check does not contain a value in the auxiliary field, it may be converted to an ACH Debit Entry in accordance to the NACHA Operating Rules. Under such circumstances, ACH Debit Entries that meet this criterion are afforded a 60 calendar day return timeframe from the Settlement Date in accordance to the NACHA Operating Rules. You acknowledge and agree that this is the only exception to the next Business Day return timeframe for Non-Consumer ACH Entries set forth herein and in accordance with the NACHA Operating Rules.

### **Requesting Stop Payments: Commercial ACH and Recurring Electronic Transfers**

You may request for us to place a stop payment on any ACH Debit Entry or Recurring Electronic Transfer initiated, or to be, initiated. Your stop payment order must be received at such a time and in such a manner as to allow us a reasonable opportunity to act upon your stop payment order prior to acting upon the ACH Debit Entry or Recurring Electronic Transfer. For details on how to place a stop payment order, you may call us at 847-432-7800. Although we may act upon your oral stop payment request, we must receive a written confirmation from you within 14 calendar days from the date of your oral request. In the event you fail to provide us with your written confirmation within the 14 calendar day timeframe, you acknowledge and agree that we have no obligation to maintain your oral stop payment request beyond the timeframe set forth herein.

You acknowledge and agree to hold us harmless from any loss or damage you incur which may arise as a result of your stop payment order. Furthermore, in the event your stop payment order is successful, you acknowledge and agree that you may still be liable to the Payee or Third Party in the amount of the respective ACH Debit Entry or Recurring Electronic Transfer.

Notwithstanding, in the event we fail to execute your stop payment order in accordance to our Agreement with you, we will be liable for your direct losses or damages not to exceed, in the aggregate, the amount of the respective ACH Debit Entry or Recurring Electronic Transfer on which you requested the stop payment order, and the recovery of that amount is your sole and exclusive remedy. The fee to place a stop payment order is detailed in the applicable fee schedule provided to you under separate cover.

### **Failing to Complete Funds Transfers: Our Liability**

If we do not complete a funds transfer to or from your Account on time or in the correct amount in accordance to this Agreement, we will be liable to you for your direct losses or damages not to exceed, in the aggregate, the amount of the funds transfer plus interest on that amount during the period of delay caused by our improper execution. The recovery of that amount is your sole and exclusive remedy.

Notwithstanding the foregoing, there are exceptions to our liability to you. We will not be liable to you in the event:

- Through no fault of ours, your Account does not have sufficient funds to complete the funds transfer.
- The data from a Third Party is not received, incomplete or erroneous.
- The recipient is deceased.
- The funds transfer would exceed either your credit limit or overdraft line of credit.
- The ATM from which you are conducting the funds transfer does not have enough cash.
- The ATM or system is not working properly and you knew about the issue when you started the funds transfer.
- Circumstances beyond our control prevent the funds transfer, such as natural disasters, despite reasonable precautions we have taken.
- The funds in your Account are subject to legal process or other encumbrance restricting the funds transfer.



- The Account is dormant, or has been closed due to inactivity or at our discretion.

\* Other exceptions may be stated in other agreements we have with you, as permitted by law. \*

# Visa® Business Debit Cards

## **Introduction**

This Visa® Business Debit Card disclosure contains contract terms and other important information relating to your Visa® Business Debit Card (“Card”) issued by First Bank of Highland Park. These terms govern the operation of your Card and Account unless varied or supplemented in writing. This incorporates any other terms and conditions provided separately with your Account Agreement as well as the terms of any disclosures you may have received. You should read this carefully and keep a copy for your records. By signing your Card, or using any Card service, you agree to the terms and conditions in this Agreement and any amendments for the Visa® Business Debit Card services offered.

## **Applicable Law**

This will be governed by the laws of the state of Illinois as well as Federal laws and regulations. Normal banking customs and practices also apply.

## **Definitions**

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words “we,” “our,” and “us” refer to First Bank of Highland Park, which issues the Card. The words “you” and “your” refer to the owner of the specific Account for which Card transactions are permitted. The word “Cardholder” refers to any person authorized by you to use the Card. For the purpose of this disclosure, “business day” means Monday through Friday with the exception of Federal holidays.

## **Business Card Purpose**

You and any Cardholder acknowledge and agree that this Card is for use by business owners and employees. The Card can be used for business and commercial purpose point-of-sale and Automated Teller Machine (ATM) transactions only.

Enjoy the convenience of making deposits, cash withdrawals, or obtaining account balance information. You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution.

The Card may not be used primarily for personal, family or household purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and Federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes. We do not monitor transactions to determine their purpose.

## **Account Requirement, Payment Responsibility, Transferability, Enforceability**

The services described in this document will be available to you only as long as you maintain a business checking account with us. Funds to cover your Card purchases will be deducted from your business checking account. If the balance in your business checking account is not sufficient to pay the transaction amount, we will pay the amount and treat the transaction as a request to transfer funds from other deposit accounts, approved overdraft protection accounts or other accounts that you have established with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent. If any terms of this document cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this document becomes unenforceable; it will not make any other part unenforceable.

## **How to Use the Business Card, Security Procedures**

The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures: Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to purchase goods, pay for services or obtain cash at designated ATMs. Any code issued to you is confidential and should not be disclosed to third parties or recorded on or with the Card. You are responsible for the safekeeping of your codes. You agree not to disclose or otherwise make your code available to anyone not authorized to sign on your Account. If you fail to maintain the security of your codes and we suffer a loss, we may terminate your Card services immediately. Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to provide written instructions to all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

## **Conditions on Visa® Business Debit Card Services**

- Any Card or other device which we supply to you is our property and must be returned to us, or to any person whom we authorize to act as our agent, or to any person who is authorized to honor the Card, immediately according to instructions. The Card may be repossessed at any time at our sole discretion without demand or notice.
- Neither we nor merchants authorized to honor the Card will be responsible for the failure or refusal to honor the Card or any other device that we supply to you. If a merchant agrees to give you a refund or adjustment, you agree to accept a credit to your Account in lieu of a cash refund.
- If any of your Accounts accessed under this Agreement are joint accounts, all joint owners, including authorized users, shall be bound by this Agreement and, alone and together, shall be responsible for all Card transactions to or from any accounts as provided in this Agreement. Each joint account owner, without the consent of any other account owner, may and hereby is authorized by every other joint account owner to, make any transaction permitted under this Agreement. Each joint account owner is authorized to act for the other account owners, and we may accept orders and instructions regarding any Card transaction on any account from any joint account owner.

## **Fees and Charges**

There are certain fees and charges from Card services. For a current listing of all applicable fees, see our current Fee Schedule that was provided to you at the time you applied for Card services. From time to time, the charges may be changed. We will notify you of any changes as required by law.

If you use an ATM not operated by us, you may be charged a fee by the ATM operator and by any national, regional, or local network used in processing the transaction (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). The ATM surcharge will be debited from your Account if you elect to complete the transaction or continue with the balance inquiry.

## **Right to Receive Documentation**

- Transfers and withdrawals made through any Debit Card transactions will be recorded on your periodic statement. You will receive a statement monthly unless there is no transaction in a particular month. In any case, you will receive a statement at least quarterly.
- You will get a receipt at the time you make any transaction (except inquiries) involving your Account using an ATM, point-of-sale terminal, or Card transaction with a participating merchant.

## **Card Information Disclosure**

We will disclose information to third parties about your Card, Account or the transfers you make:

- As necessary to complete transfers;

- To verify the existence of sufficient funds to cover specific transactions upon the request of a third party, such as a credit bureau or merchant;
- If your Account is eligible for emergency cash and/or emergency card replacement services, and you request such services, you agree that we may provide personal information about you and your Account that is necessary to provide you with the requested service(s);
- To comply with government agency or court orders;
- If you give us your written permission; or
- As otherwise permitted by federal or applicable state law, including, but not limited to, the Gramm-Leach-Bliley Act and regulations promulgated thereunder.

### **Termination and Amendments**

- We may, without prior notice, cancel or invalidate your Card(s) at any time, and may at our option cancel the Agreement.
- You may cancel your Agreement by contacting Client Services at (847) 432-7800.

We may make amendments to this document in the same method as provided in the terms and conditions provided in your Account Agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

### **Notices**

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address. All notices from us will be effective when we have mailed them or delivered them to the address we have for you in our records. Notices from you will be effective when received by First Bank of Highland Park at the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered at any time without notice to you, unless prohibited by applicable law. Any use of your Card or other access device after we have made any such change shall be subject to this Agreement as changed by us. Use of this service is subject to existing regulations governing your Account and any future charges to those regulations.

### **Currency Conversion and International Transactions**

When you use your Card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa® USA charges us a .8% International Service Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, the International Service Assessment is 1% of the transaction. In either case, we pass this international transaction fee on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

### **Advisory Against Illegal Use**

You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

### **Non-Visa® Debit Transaction Processing**

We have enabled non-Visa® debit transaction processing. This means you may use your Visa® Business Debit Card on a PIN-Debit Network\* (a non-Visa® network) without using a PIN. The non-Visa® debit network(s) for which such transactions are enabled are: STAR and ACCEL/Exchange Networks. Examples of the types of actions that you may be required to make to initiate a Visa® transaction on your Visa® Business Debit Card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card

through a point-of-sale terminal. Examples of the types of actions you may be required to make to initiate a transaction on a PIN- Debit Network include initiating a payment directly with the biller (possibly via telephone, Internet, or kiosk locations), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN. The provisions of your agreement with us relating only to Visa® transactions are not applicable to non-Visa® transactions. For example, the additional limits on liability (sometimes referred to as Visa's® zero-liability program) and the streamlined error resolution procedures offered on Visa® debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa® Rules generally define PIN-Debit Network as a non-Visa® debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

### **Visa® Debit Card Limits:**

There are card limits for Visa® Business Debit Card purchases, point-of-sale transactions and ATM cash withdrawals.

- You may make no more than 20 transactions per card per day.
- You may not exceed \$2,000.00 per card per day.
- Offline transactions are limited to \$200.00 per card per day.

All limits are subject to change. For security reasons, there are other limits on the number of transfers you can make by debit card.

### **Your Liability for a Lost or Stolen Card**

Tell us AT ONCE if you believe your Card has been lost or stolen. Telephoning is the best way of keeping your possible losses down. Otherwise you could lose all the money in your Account (plus your maximum overdraft line of credit). If you believe that your Card has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission, call: 847-432-7800.

### **Provisioning for Error Resolution**

You agree to examine your Card receipts and periodic statements using ordinary care and to report any errors or problems — such as transactions that you or any Cardholder did not make — to us as soon as possible. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement containing the error or problem was first mailed or made available to you. Failure to report any fraudulent, unauthorized or erroneous transactions for any payment made or charged to your Account(s) may prohibit you from recovering certain funds that were transmitted electronically, and may also preclude us from being able to return ACH transactions in accordance with the NACHA Operating Rules. If you do not report within 30 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only re-credit your Account for errors or problems as required by law.

Call or write us immediately with errors or questions about your Card at the telephone number or address listed in the “Contacting First Bank of Highland Park” section of this document. If you tell us orally, we may require your complaint or question in writing within 14 business days.

For signature based transactions processed by Visa®, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your Account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. For transactions not processed by Visa®, we will investigate the matter and notify you of

the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

You may ask for copies of the documents that we used in our investigation by contacting us at:

First Bank of Highland Park

- Call: 847-432-7800
- Email: [inquiry@firstbankhp.com](mailto:inquiry@firstbankhp.com)
- Web: [www.firstbankhp.com](http://www.firstbankhp.com)
- Mail: 633 Skokie Blvd., Ste. 250; Attn: Deposit Operations Department; Northbrook, IL 60062
- Business Days: Monday through Friday, excluding Federal Holidays

### **Assessing Zero Liability: Your Liability**

Visa® zero liability applies to any ATM, point-of-sale and Visa® Business Debit Card transaction processed through the Visa® system. For transactions processed through the Visa® system (for example, use of your Card when no PIN is used), you understand that you will have no liability for unauthorized transactions if you report the unauthorized transactions to us. For purposes of Visa® Business Debit Cards, an unauthorized transaction does not include any transaction conducted by: (1) a business co-owner; (2) the Cardholder or person authorized by the Cardholder; or (3) any other person with an interest in or authority to transact business on your Account. Zero liability will not apply if we determine that you or any authorized Cardholder was negligent or fraudulent in the handling of the Visa® Business Debit Card. In the event an Electronic Funds Transfer meets the criteria for zero liability, we will provisionally credit your Account within five (5) Business Days. Zero liability does not apply to Visa® Corporate Cards.

### **Restricting/Prohibiting Transfers to Foreign Countries and Nationals**

In accordance with the Bank Secrecy Act and other applicable Federal law, we have the right to restrict or prohibit any transfers of funds to a foreign country, or national thereof, identified by the U.S. Government, including the Office of Foreign Assets Control, as a country which may be engaged in activities involving money laundering, or other criminal. Furthermore, at our sole discretion, to restrict or prohibit any withdrawal transactions (for example, debit transactions) originating from any foreign country.

### **ATM Safety**

The Safety of First Bank of Highland Park customers and their money is always a primary concern. Although we are not experiencing any problems with safety at our ATMs, your knowledge of general safety guidelines can ensure that it continues.

#### **Protect Your Privacy**

- Keep your Personal Identification Number (PIN) a secret. Never write your PIN on your card or its protective sleeve. Never tell your PIN to anyone or let anyone else enter your number.
- Shield your PIN. Be discreet when keying in your number at the ATM. Stand directly in front of the machine or cup your hand over the key pad to block the view of anyone standing near you.
- Secure your Business Debit Card. Always protect your Card just like you would cash and never leave it lying around. Know where your card is at all times and report a lost or stolen card immediately.
- Save and record all your ATM receipts. Do not leave or discard your receipt at or near the ATM. To guard against transaction fraud, check your receipts against your monthly statement. Report any irregular or unauthorized transactions.