

# **UNION NATIONAL BANK ELGIN, ILLINOIS**

## **OWNERS MANUAL FOR ACCOUNTS AND SERVICES**

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## **WELCOME**

Thank you for choosing Union National Bank for your financial needs. Since 1904, we have taken pride in providing our customers an outstanding level of service. An important part of that service is clear communication. That is why we are furnishing you with this Owner's Manual. It outlines the rights and responsibilities that you and we each have for accounts or services. This manual contains important information and disclosures.

Please be sure to read the sections that cover the accounts or services you have with us. We welcome your thoughts and suggestions as to how we can improve our service to you. If anything in this manual is unclear, or you believe we left something out, please let us know.

Again, thank you for letting us serve you. We look forward to a long and mutually beneficial relationship.

## **Consumer Privacy Policy Disclosure**

Your privacy is an important priority for us. When you share personal information with us, we believe we have an obligation to safeguard it. Federal banking regulations require that we disclose our Privacy Policy to you. Here it is:

We may collect nonpublic personal information about you from the following sources:

Information we receive from you on applications or other forms.

Information about your transactions with us, our affiliates, or others; and

Information we receive from a consumer reporting agency.

We do not disclose any nonpublic personal information about our customers or former customers to anyone, except as permitted by law.

We restrict access to nonpublic personal information about you to those employees who need to know that information to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

## Deposit Account Agreement

**Introduction.** This is the agreement between you and us (Union National Bank) that governs your accounts. This agreement is effective immediately when we accept your application to open an account.

If there is more than one owner on your account, the term "You" or "Your" refers to all owners. The words "We," "Our," or "Us" means Union National Bank. The Account Application for your account shows whether your account is a consumer or business account. A consumer is a natural person who holds an account primarily for personal, family or household purposes.

"Service" means all current and future services available to you and the current and future means we may offer to allow you to access them.

We offer a variety of accounts, each with individual terms, rates and rate computations. In addition to this agreement, each account is binding to both you and us by the specific terms that we announce for each type of account.

This agreement replaces all previous agreements for your accounts. You may not transfer or assign this account without our written consent.

**Account Application.** In order to verify your identity, we must have a completed account application and any required supporting documentation. The type of account you have determines the necessary documentation, and the account application lists the information required.

The application and supporting documentation become part of this agreement. Until you provide the completed application and documentation, we must refuse to pay out funds or honor checks on your account. We will honor only those authorized signatures approved by you.

**Ownership of Account.** You intend these rules to apply to this account depending on the form of ownership and beneficiary designation, if any, specified in your Account Application. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations. They determine to whom we pay the account funds.

**Individual Account.** An account owned by one person. Only you can withdraw from your account, unless you have an authorized signer. Upon your death, we will require authorization from the executor or administrator of your estate to pay out funds.

**Joint Account With Right of Survivorship (And Not As Tenants In Common).** When two or more people jointly hold an account with right of survivorship, any one joint owner on the account can: withdraw any or all of the funds in the account and or close the account. However, any one joint owner does not have the right to remove any other joint

owner without the explicit consent of the joint owner that would be removed. Each of you intends that upon your death the balance in the account will belong to the survivor or survivors. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

You must satisfy any previous pledges against the account before we can pay out the balance. Only with their notarized written consent can we remove joint owners from an account. You can add additional owners only by completing a Change Application signed by all existing owners and the additional owners. These accounts are usually titled "John Doe and Mary Doe, JTWROS."

**Joint Account Without Survivorship (As Tenants In Common).** Two or more of you own an account, but none of you intend to give any right of survivorship in the account to any other person. Any one joint owner on the account can: withdraw any or all of the funds in the account and or close the account. However, any one joint owner does not have the right to remove any other joint owner without the explicit consent of the joint owner that would be removed. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. If you do not tell us, in writing, what percentage each of you owns in the account, you authorize us to equally divide the account ownership by the number of account owners. None of this ownership information affects the number of signatures required for withdrawal. These accounts are usually titled like "John Doe and Mary Doe, Tenants In Common."

**Joint Account With A Minor.** A minor may open an account in his or her name provided the he or she holds the account jointly with a responsible adult. All adult signers guarantee the bank against any loss as a result of the actions of the minor, and assume full responsibility for any actions the minor takes regarding the account. A minor can only hold an account if the minor and adult hold the account in Joint Tenancy With Rights of Survivorship, and not as Tenants In Common. Accordingly, they are usually titled like "Johnny Doe, A Minor, and Mary Doe." Any one joint owner on the account can: withdraw any or all of the funds in the account and or close the account. However, any one joint owner does not have the right to remove any other joint owner without the explicit consent of the joint owner that would be removed.

**Pay-On-Death Account.** You may create a Pay-On-Death provision on your account. Either an Individual Account or Joint Account may have a Pay-On-Death provision.

You name another person or persons ("Beneficiaries") who may have the funds in your account upon your death. Beneficiaries of a Pay-On-Death Account can withdraw funds only if you die, and the beneficiary or beneficiaries are then living. If two or more people own the account jointly, all account owners must be deceased before the Pay-On-Death beneficiaries may withdraw funds.

If you name two or more beneficiaries and they survive you, they will own this account in equal shares, and without right of survivorship. If your Pay-On-Death beneficiary is a minor child, you authorize us to pay withdrawals to a legal guardian of the minor child.

Any one beneficiary may withdraw all or any part of the account balance. We may require certain legal documents before releasing the funds on deposit.

You reserve the right to change beneficiaries, change account types, and withdraw all or part of the deposit at any time allowed by us. All account owners must sign a replacement account application showing the new Pay-On-Death designation. The Pay-On-Death designation does not affect the title of the account. We merely note it on the account application.

**Custodial Accounts For a Minor.** You may open an account in your name in trust for a minor child (the "Beneficiary") without presenting formal trust documents. Under the Uniform Gift/Transfer To Minors Act, you are giving an irrevocable gift to the minor child. When you have opened an account as custodian for a minor beneficiary, the Illinois Uniform Transfers to Minors Act governs your rights and duties. We will report interest earned to the IRS under the minor child's tax identification number. You cannot pledge the account as collateral for a loan.

Only one person can act as custodian on an account for a minor. Funds in a custodial account can only be held for one minor child. Funds are available to the custodian adult for the benefit of the minor child. When the beneficiary reaches an age to legally act as an adult in the state where the beneficiary resides, he or she may withdraw all or part of the funds. Upon the death of the minor child, the minor child's estate becomes beneficiary. Upon the death of the custodian, the minor child's legal guardian becomes the replacement custodian.

The custodian may appoint a replacement custodian by notifying us in writing, and having the replacement custodian complete a replacement account application. We may require certain legal documents before releasing the funds on deposit. These accounts are usually titled "John Doe, Custodian Under UTMA For Bobby Doe, Minor"

**Formal Trust Account.** You may open an account in your name in trust for yourself or another person (the "Beneficiary") with a formal trust agreement. You or your authorized successor may make deposits, withdrawals or close the account at your discretion. You may not wish to furnish us a copy of the entire trust agreement. Instead, you may furnish us with a copy of the first page and the signature page(s) of the trust agreement naming the trustee.

By doing so, you certify that there is nothing in the rest of the agreement that conflicts with the authority of the person named to conduct banking transactions. You agree to provide us with a new copy if you change your trust agreement.

The copy of the trust agreement presented by the trustee or successor trustee determines who may claim the funds on deposit. This is usually the beneficiary. You agree that we may pay out the funds based on the version of the trust agreement presented to us by the trustee or successor trustee. You release us from any liability for doing so.

You agree that we are not responsible if you have changed your trust agreement and did not provide us a copy. We may require certain legal documents before releasing the funds on deposit. These accounts are usually titled like "John Doe, Trustee Under Trust Agreement Dated (UTD) 1/1/99" or "John Doe, Trustee For ABC Corp. Pension Plan" or "John Doe Living Trust" or "Doe Family Living Trust."

**Guardianship Account.** If a court of law has appointed you to be the legal guardian for another person, you can open a guardianship account. The account is a trust account whereby you hold the money for benefit of the minor or incompetent person. We will need a certified copy of the court order appointing you guardian. We will report any interest earned under the tax identification number of the beneficiary.

Only the court can appoint a successor guardian. Upon the death of the beneficiary, funds in the account become property of the beneficiary's estate. These accounts are usually titled like "John Doe, Guardian For Robert Smith."

**Executor Or Administrator Account.** If someone dies leaving a will, the will states who will handle the affairs of the deceased person's estate. This person is the Executor, and the Probate Court must approve his or her appointment. The court issues "Letters Testamentary" certifying its approval of the Executor.

When a person dies without a will, the Probate Court appoints a person who will handle the affairs of the deceased person's estate. This person is the Administrator. The court issues "Letters Of Administration" certifying its appointment of the Administrator.

If you are either Executor or Administrator of an estate, you may open an account in the name of the estate. You agree to furnish us with either the "Letters Testamentary" or the "Letters Of Administration." These accounts are usually titled "Mary Doe, Executor For Estate Of John Doe" or "Mary Doe, Administrator For Estate Of John Doe"

**Corporation Account.** If your Account Application indicates a corporate account, by attesting the application the Secretary or other authorized officer certifies every statement contained in this section. Your Board of Directors has authorized this action at its meeting or by other duly authorized corporate action in place of a meeting. This action is in compliance with corporate bylaws and the articles of association.

Your Board of Directors has authorized the persons listed in the Account Application ("persons listed") to act on behalf of your corporation. Your corporate Board of Directors has full power and lawful authority to approve these actions, and to confer these powers to persons listed. You designated us as a depository of corporate funds, on the terms and conditions that we require. The persons listed may endorse, or cause endorsement of, items in the name of the corporation. The persons listed may cash, negotiate or deposit or cause deposits in the account any items.

The persons listed may sign checks, drafts, or other withdrawal orders issued against the funds you deposit with us. The number of signatures required for withdrawals in the

Account Application is in accordance with your Board's approval. You fully authorize us to pay and charge to your account any checks, drafts or, other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders. Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us that they may deem advisable. All previous transactions with us by or on behalf of your corporation are all ratified, approved and confirmed by your Board.

All actions previously approved by your Board of Directors and certified to us are continued in full force and effect, except as modified by this agreement. This authorization from your Board of Directors shall continue in force until we receive express written notice of its rescission or modification. These accounts are usually titled like "XYZ Corporation" or "ABC, Inc."

**Limited Liability Company (LLC) Account.** If your Account Application indicates an LLC account, by attesting the application the Manager or other authorized member certifies every statement contained in this section. Your Managers have authorized this action at its meeting or by other duly authorized action in place of a meeting. This action is in compliance with operating agreement and the articles of organization. Any business name listed on the Application is a trade name that you use to conduct your business.

Your Managers have authorized the persons listed in the Account Application ("persons listed") to act on behalf of your LLC. Your Managers have full power and lawful authority to approve these actions, and to confer these powers to persons listed. We are designated as a depository of LLC funds, on the terms and conditions that we require. The persons listed may endorse, or cause to be endorsed, items in the name of the LLC. The persons listed may cash, negotiate or deposit or cause to be deposited in the account any items.

The persons listed may sign checks, drafts or other withdrawal orders issued against the funds of your LLC on deposit with us. The number of signatures required for withdrawals in the Account Application is in accordance with your Managers' approval. We are fully authorized to pay and charge to your account any checks, drafts or other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders.

Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us, which they may deem advisable.



All previous transactions with us by or on behalf of your LLC are all ratified, approved and confirmed by your Managers.

All actions previously approved by your Managers and certified to us are continued in full force and effect, except as modified by this agreement. This authorization from your Managers shall continue in force until we receive express written notice of its rescission or modification. Accounts are usually titled like "XYZ Enterprises, LLC."

**Partnership Account.** This section covers General Partnerships, Limited Partnerships, and Joint Venture Partnerships. If your Account Application designates a partnership account, all general partners must sign the application. If not all partners sign, you must furnish us a valid copy of the partnership, signed by all partners, that designates authority over banking matters. By signing the Application, you agree to and certify every statement in this section. Any business name listed on the Application is a trade name that you use to conduct your unincorporated business. It is owned entirely by you as co-partners.

You have designated us a depository of partnership funds, on the terms and conditions that we require. The Account Application may designate individuals ("persons listed") authorized to sign on behalf of the partnership. The persons listed may endorse, or cause to be endorsed, items in the name of the partnership. The persons listed may cash, negotiate or deposit or cause to be deposited any items in the account.

The persons listed may sign checks, drafts or other withdrawal orders issued against the funds of your partnership on deposit with us. The number of signatures required for withdrawals in the Account Application is in accordance with your approval. We are fully authorized to pay and charge to your account any checks, drafts or other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders.

Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us, which they may deem advisable. All previous transactions with us by or on behalf of your partnership are all ratified, approved and confirmed by you.

If you add or eliminate any partners, or if you incorporate your business, you agree to notify us promptly. You agree to notify us of any significant changes to your partnership.

All actions previously approved by your partnership and certified to us are continued in full force and effect, except as modified by this agreement. This authorization shall continue in force until we receive express written notice of its rescission or modification.

These accounts are usually titled like “Smith Partnership” or “Smith Partnership d/b/a Smith’s Garage,” if an assumed name is used.

**Sole Proprietorship Account.** If your Account Application designates a sole proprietorship account, by signing the Application, you agree to and certify every statement in this section. Any business name listed on the Application is a trade name that you use to conduct your unincorporated business. It is owned entirely by you.

You have designated us a depository of proprietorship funds, on the terms and conditions that we require. The Account Application may designate individuals (“persons listed”) authorized to sign on your behalf. The persons listed may endorse, or cause to be endorsed, items in the name of your business. The persons listed may cash, negotiate or deposit or cause to be deposited any items in the account.

The persons listed may sign checks, drafts or other withdrawal orders issued against the funds of your business on deposit with us. The number of signatures required for withdrawals in the Account Application is in accordance with your approval. We are fully authorized to pay and charge to your account any checks, drafts or other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders.

Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us, which they may deem advisable. All previous transactions with us by or on your behalf are all ratified, approved and confirmed by you. These accounts are usually titled like “John Doe d/b/a (stands for “doing business as”) Doe’s Garage.”

If you add any partners, or if you incorporate your business, you agree to notify us promptly. All actions previously approved by you and certified to us are continued in full force and effect, except as modified by this agreement. This authorization shall continue in force until we receive express written notice of its rescission or modification.

**Lodges, Associations, and Similar Organization Account.** If your Account Application indicates an organizational account, by attesting the Account Application the Secretary or other authorized officer certifies every statement contained in this section. Your organization has authorized this action at its meeting or by other duly authorized corporate action in lieu of a meeting. This action complies with organizational bylaws.

Your organization has authorized the persons listed in the Account Application (“persons listed”) to act on behalf of your organization. Your organization has full power and lawful authority to approve these actions, and to confer these powers to persons listed. We are designated as a depository of organizational funds, on the terms and conditions that we require. The persons listed may endorse, or cause to be endorsed,

items in the name of the organization. The persons listed may cash, negotiate or deposit or cause to be deposited in the account any items.

The persons listed may sign checks, drafts or other withdrawal orders issued against the funds of your organization on deposit with us. The number of signatures required for withdrawals in the Account Application is in accordance with your organization's approval. We are fully authorized to pay and charge to your account any checks, drafts or other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders.

Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us, which they may deem advisable. All previous transactions with us by or on behalf of your organization are all ratified, approved and confirmed by your organization.

All actions previously approved by your organization and certified to us are continued in full force and effect, except as modified by this agreement. This authorization from your organization shall continue in force until we receive express written notice of its rescission or modification.

**Employee Benefit Plan Account.** If your Account Application indicates an account for an employee benefit plan, by attesting the application the Trustees or other authorized officer certifies every statement contained in this section. Your Trustees have authorized this action at their meeting or by other duly authorized plan action in lieu of a meeting. This action complies with plan bylaws and the articles of association.

Your Trustees have authorized the persons listed in the Account Application ("persons listed") to act on behalf of your plan. Your Trustees have full power and lawful authority to approve these actions, and to confer these powers to persons listed. We are designated as a depository of plan funds, on the terms and conditions that we require. The persons listed may endorse, or cause to be endorsed, items in the name of the plan. The persons listed may cash, negotiate or deposit or cause to be deposited in the account any items.

The persons listed may sign checks, drafts or other withdrawal orders issued against the funds of your plan on deposit with us. The number of signatures required for withdrawals in the Account Application is in accordance with your Trustees' approval. We are fully authorized to pay and charge to your account any checks, drafts or other withdrawal orders so signed. This includes checks payable to the individual order of the person signing the check. This also includes checks or other withdrawal orders payable to us, or to any other person or corporation, which are applied in payment of any indebtedness owing to us from the person or persons who signed such checks or other withdrawal orders.

Any of the persons listed are authorized and empowered to make any and all other contracts, agreements, stipulations and orders with us, which they may deem advisable. All previous transactions with us by or on behalf of your plan are all ratified, approved and confirmed by your Trustees.

All actions previously approved by your Trustees and certified to us are continued in full force and effect, except as modified by this agreement. This authorization from your Trustees shall continue in force until we receive express written notice of its rescission or modification.

**Special FDIC Coverage For Benefit Plan Accounts.** Under federal law, whether an employee benefit plan deposit is entitled to per-participant (or "pass-through") deposit insurance coverage is based, in part, upon the capital status of the insured institution at the time each deposit is made. Specifically, "pass-through" coverage is not provided if, at the time an employee benefit plan deposit is accepted by an FDIC-insured bank or savings association, the institution may not accept brokered deposits under the applicable provisions of the Federal Deposit Insurance Act.

Whether an institution may accept brokered deposits depends, in turn, upon the institution's capital level. If an institution's capital category is either "well capitalized," or is "adequately capitalized" and the institution has received the necessary broker deposit waiver from the FDIC, then the institution may accept brokered deposits. If an institution is either "adequately capitalized" without a waiver from the FDIC or is in a capital category below "adequately capitalized," then the institution may not accept brokered deposits.

The FDI Act and FDIC regulations provide an exception from this general rule on the availability of "pass-through" insurance coverage for employee benefit plan deposits when, although an institution is not permitted to accept brokered deposits, the institution is "adequately capitalized" and the depositor receives a written statement from the institution indicating that such deposits are eligible for insurance coverage on a "pass-through" basis. The availability of "pass-through" insurance coverage for employee benefit plan deposits also is dependent upon the institution's compliance with FDIC recordkeeping requirements.

Under the FDIC's insurance regulations on employee benefit plan deposits, an insured bank or savings association must notify employee benefit plan depositors if new, rolled-over or renewed employee benefit plan deposits would be ineligible for "pass-through" insurance and must provide certain ratios on the institution's capital condition to employee benefit plan depositors who request such information. If you would like additional information on our capital condition, please contact our Cashier.

**Authorized Signer & Proxy Access.** An authorized signer is someone you designate to conduct transactions on your behalf with us. This person does not have any ownership or rights upon your death, unless named as a Pay-on-Death or Revocable Trust beneficiary. An authorized signer has the same authority to conduct the

transactions you designate at our branch and on our electronic banking platforms (Automated Telephone Banking, Bill Pay, and Online and Mobile Banking platforms).

By authorizing a signer or signers, you agree we can complete the bona fide set up of your account on our electronic banking platforms that mirrors your rights and those of any authorized signer you designate.

You agree to immediately inform us in writing when adding or removing an authorized signer.

You agree that if you designate proxy access to your account using any of our electronic banking platforms, that is, granting access to more than one person using one credential, you assume unlimited liability.

**Power of Attorney.** You may provide us a valid Power Of Attorney authorizing another person to sign on your behalf. We will only accept one Power Of Attorney at a time. We will accept a certified (notarized) original Power Of Attorney form and make a copy for our file. We also have forms available to grant a Power Of Attorney for your account. A Power Of Attorney does not survive you. The Power Of Attorney terminates upon your death. You can only revoke the Power Of Attorney by notifying us in writing.

**Deposits.** We accept items from you for deposit or collection. "Items" include checks, drafts, coupons, currency and coin, etc. We accept them as your agent. Our responsibility is limited to the exercise of due care. Each of you authorizes each other person signing on the account to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

We will provisionally credit your account with items you deposit. You can withdraw funds in accordance with our Funds Availability Disclosure. The Disclosure in effect at the time of your deposit will determine availability. All deposits are subject to proof and verification by our operations staff.

We give you provisional credit for items you deposit that are drawn on or by other financial institutions. If any item you deposit is returned unpaid, we have the right to charge it back against any or all accounts you have with us. This right is regardless of the reason given for return. We can also charge back an item that is unpaid, mutilated, or lost in the collection process.

If a check you deposit is returned by the bank where it is drawn, you authorize us to reclear the check to see if it will be paid when presented a second time. Reclearing of a check is at our sole discretion, and we are not obligated to reclear any checks.

All deposits are subject to the rules and regulations of the Federal Reserve System, the Comptroller of the Currency, and all other applicable rules and regulations. To the extent that federal laws are not applicable, Illinois law shall govern your deposits. By depositing

a foreign item to your account, you agree to the terms and conditions of this agreement including any collection charges.

We post all deposits that you make at our offices during regular banking hours not later than midnight of the next business day. "Deposits" includes cash and/or items drawn on us. We are not liable for damages from non-payment of any item returned from posting on the next business day.

We consider mail deposit items received when we get actual delivery from the U.S. Postal Service. We consider night depository transactions received only after we have removed them from our depository and recorded them on our books.

We consider wire or electronic fund transfers, automated clearinghouse or ATM deposits as received upon posting to our records. If we own or operate an ATM or night depository where you make a deposit, we provisionally credit your account for it no later than the next business day.

**Direct Deposits Reclamations.** If we direct deposit money to your account, which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of the liability to the Federal Government from this account. We may also deduct all or part of the amount from any other account you have with us. We can deduct these amounts without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**Personal Deposit Preparation.** If you are making deposits to your personal account, you agree to endorse all checks with your name and account number. If you are depositing the full check amount, include the phrase "For Deposit Only" in your endorsement. We cannot return cash back to you on a check that has been endorsed "For Deposit Only." That endorsement restricts our options to only depositing the check. We can only deposit it, and you can then make a withdrawal.

You agree to complete a deposit slip for each deposit using these methods. List the checks you are depositing, and any cash you are depositing, on the deposit ticket. Subtotal the checks and deduct any cash you would like back in the "Less Cash Received" area. Put the net amount of the deposit in the box on the deposit slip.

Our tellers will verify any cash you are depositing prior to giving you a receipt for the deposit. You agree to count your cash received before leaving the window teller.

**Business Deposit Preparation.** If you are making deposits to your business account, you agree to endorse all checks with your business name (or assumed name if the business uses one), account number and the phrase "For Deposit Only". More restrictive endorsements are required if you are sending deposits via one of our online banking platforms such as Merchant Remote Deposit Capture or Mobile Banking. Please refer to those sections in this agreement for more information.

We can order an endorsement stamp for you, if you desire. We cannot return cash back to you on checks payable to a business. We can only deposit it, and an authorized signer can then make a withdrawal.

We have an obligation to keep teller lines moving quickly. We cannot accomplish this without business deposits being made correctly. Since cash must be verified before we can process a deposit, it must be in readily countable order when given to a teller. Sort bills from highest (\$100) to lowest (\$1). All bills must be facing up and in the same direction. If you have more than 50 bills of any one denomination, strap the bills together in the currency straps that we provide. We provide currency straps for our business customers.

You agree to complete a deposit slip for each deposit using the following methods. List the checks you are depositing, and any cash you are depositing, on the deposit ticket. Put the total amount of the deposit in the box on the deposit slip. Include an adding machine tape of the checks so our operations department can locate any differences between the listed amount and the actual amount.

Our tellers will verify any cash you are depositing prior to giving you a receipt for the deposit, except for larger cash deposits. To speed our lines, we reserve the right to accept larger commercial cash deposits subject to our verification, and issue a receipt stating so.

**Night Deposits For Businesses.** If you use our night depository, you agree that we are not responsible for your deposit until it is recorded on our books. The only exception to this is if our gross negligence or willful misconduct causes a loss to you. You agree that any signer on your account is authorized to act for you in regard to your night deposit transactions.

If you are making deposits by night depository, you agree to place the cash and/or checks in an envelope or bag provided by the bank. You also agree to include an itemized deposit slip in the bag or envelope. You authorize us to open the envelope or bag and process the contents on the first business day after you put the envelope or bag in our night depository.

We will credit your account or accounts with the deposit in the same way we handle deposits presented in person. You agree to accept our count as the final and conclusive record of the contents of your bag or envelope.

If you require a night deposit bag or bags for your transaction, you can either buy your own bags or purchase them from us. If you purchase bags from a third party, they must meet our approval. We sell both zipper bags and lock bags. They become your property when you purchase them, although any unclaimed bags left with us for 30 days or more become our property.

If you have lock bags and leave a key in our possession, we can open the bag and process the deposit. If you retain all keys to the bag, we will ordinarily not open the bag until you present the keys. If you keep all keys and do not claim a bag within three-business days, we can open it and process it.

We also issue keys for access to our night depositories. They are our property, and you agree to surrender them when you stop using the night depository. You also agree to surrender them immediately upon our request. You agree that our record of bags sold and keys issued is conclusive and final.

**Deposit Adjustments.** If you deposit smaller amounts of cash, our tellers will verify it before providing your receipt. If you drop off a deposit subject to count, we will verify the cash before processing the deposit. If there is a difference between the actual cash and the amount listed on the deposit ticket, we have another teller count the cash to confirm, and then we will call you. If we cannot reach you at the phone number in our records by close of business for the day, we will adjust your deposit accordingly, and mail you a notice of deposit adjustment.

For deposits made via night deposit, mail deposit or large cash deposits subject to verification, the checks are subsequently verified. If there is a difference between the listed total of checks and the actual total of checks, we will adjust the deposit and send you a notice of deposit adjustment. Where possible, we will include a copy of the check that caused the adjustment.

**Limitations On Deposits.** At any time, we can decline to accept deposits or limit the amount of deposits from any person. We may also elect to return to you the credit balance in your account or any part of it. We will mail notice to you at the address in our records. We will pay the credit balance to you when you request it, provided the funds are available. From the date you send such notice, we will pay no interest.

**Funds Availability Disclosure.** By law, the availability schedules included in this section apply to only checking and NOW accounts. While we generally use this same availability schedule for money market and savings accounts, we are not required to do so. Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. At that time, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day unless it is listed as an exception in the Business Days section of the Deposit Account agreement.

**Longer Availability Delays May Apply.** Funds you deposit by check may be delayed for a longer period under the following circumstances:

1. A check you deposited was previously returned unpaid.
2. You have overdrawn your account repeatedly in the last six months.
3. The checks you deposited on this day exceed \$5,525.00.



4. An emergency, such as failure of communications or computer equipment has occurred.
5. We believe a check you deposited will not be paid for the following reasons:
  - We received notice that the check is being returned unpaid.
  - We have confidential information that indicates that the check may not be paid.
  - The check is drawn on an account with repeated overdrafts.
  - We are unable to verify the endorsement of a joint payee.
  - Some information on the check is not consistent with other information on the check.
  - There are erasures or other apparent alterations on the check.
  - The routing number of the paying bank is not a current routing number.
  - The check is postdated or has a stale date.
  - Information from the paying bank indicates that the check may not be paid.
  - We have been notified that the check has been lost or damaged.

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

**Availability of Deposits Made At Automated Teller Machines.** Funds from any deposits (cash or checks) made at automated teller machines (ATMs) will be available on the fourth business day after the day of your deposit.

**Special Availability Rules For New Accounts.** If you are a new customer, these special rules apply during the first 30 days your account is open.

Funds from electronic direct deposit into your account will be available on the day we receive the deposit. The first \$5,525.00 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit. Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.

Funds from deposits of cash and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business day after the day of your deposit. The deposit must meet certain conditions.

For example, the checks must be payable to you, and you may have to use a special deposit slip. The excess over \$5,525.00 will be available on the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees, the first \$5,525.00 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

**Withdrawals And Checks.** Unless otherwise clearly indicated on our records, any one of you who signs the Account Application, including authorized signers, may withdraw or transfer all or any part of the account balance at any time. You must use forms

approved by us. We require a signed withdrawal slip, but do not require surrender of original certificates, for withdrawal from a Certificate of Deposit Account.

We reserve the right to refuse any withdrawal or transfer request which is attempted by any method we do not specifically permit. We may also refuse any withdrawal which is for an amount less than our minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations may eventually force us to close your account. We will use the date we post a transaction, rather than the date you initiate the withdrawal, to apply the frequency limitations.

Except for certificate of deposit accounts, funds are otherwise available anytime according to our Funds Availability Disclosure. We may charge fees for excessive activity on certain types of accounts. These fees are disclosed in our prevailing Fee Schedule.

For accounts with check writing features, you should use checks provided by us. We may refuse to accept checks provided through someone else unless we have approved these checks in advance.

**Checks Payable To Union National Bank .** For your protection, we do not cash checks made payable to "Union National Bank." All checks made payable to the bank may only be credited to the deposit or loan accounts of the person or entity upon whose account the check is drawn, or for payment of bank services on that person's or entity's behalf.

If you wish to send someone to the bank to obtain cash for you, please make your check payable to "Cash," or the person who will be presenting the check. You may also make the check out to "Purchase Of Cash From Union National Bank." To purchase cashier's checks (or money orders) from the bank, please make your check out to "Purchase Of Cashier's Checks (Money Orders) From Union National Bank."

**Stop Payments.** You may stop payment on a check by notifying us by phone, by mail or in person. You must include the exact amount of the check, the check number, the date of the check and to whom you wrote the check. We must have this information for the stop order to be effective. You cannot stop payment on checks that you signed and that are payable to "Cash" or left blank. You cannot stop payment on checks previously certified or paid by us.

We will honor a stop payment request by the person who signed the particular item. We will also honor a stop payment request by any other signer on the account, even though such other person did not sign the item.

A stop payment order is effective for only six months. You may renew it in writing for additional six month periods. It is your responsibility to tell us to renew the stop payment when it expires.

**Returned Items And Overdrafts.** We can charge back to your account any item drawn on us that we believe is drawn against unavailable or insufficient funds or is otherwise not good. We can complete this charge back any time before midnight of the next business day after we receive it.

Payment of an overdraft is solely at our discretion. As a courtesy, we may pay overdrafts on your account. We may charge a fee for each item that creates an overdraft, regardless whether the item that creates the overdraft is a check, in-person withdrawal, ATM withdrawal, or other withdrawal by any other means, including electronically. The fact that we may honor some withdrawal requests which overdraw the available account balance does not obligate us to continue doing so. We will first post withdrawals against collected funds. We may refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary.

**Postdated Checks.** Despite any notice we may receive, we reserve the right to pay any postdated item when presented.

**Facsimile Signatures.** If your Account Application indicates that you have approved a facsimile signature, you authorize us pay all checks, drafts and payment orders drawn on your account, and bearing a facsimile of your signature.

We may pay them regardless of by whom or by what means the facsimile signatures may have been affixed so long as they resemble the facsimile signature specimen on the Account Application. We may also honor facsimile signatures you have filed separately with us. Whether original or facsimile, items must contain the required number of signatures designated on the Account Application.

**Restrictive Legends.** We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000."

**Available Balance Definition.** Your balance available for withdrawal is the balance in your account that consists of cash deposits and those non-cash items that have become available according to our Funds Availability Disclosure, minus all withdrawals and other debits.

**Advance Notice Requirement For Certain Withdrawals.** In accordance with federal regulations, we reserve the right to require seven days' notice before any withdrawal from savings, NOW or money market accounts. If you have had a NOW account, and we elect to pay no interest on it, we thereby waive this right to require seven days' notice before any withdrawals. At that time, your NOW account becomes a checking (demand deposit) account. We reserve the right to begin paying interest on the account, to require seven days' notice before any withdrawals, and to convert the account from a checking account to a NOW account, all at our sole discretion.

**Withdrawal Limitations on Savings and Money Market Accounts.** Federal regulations allow only six preauthorized or automatic transfers from your savings or money market account each month. No more than three checks to third parties may post to your money market account each month. You cannot write checks on your savings account.

Third party checks and telephone transfers count as automatic transfers. If you consistently make more than six preauthorized withdrawals or write more than three checks per month, we can convert your savings or money market account to a checking account that does not earn interest.

You may make an unlimited number of withdrawals from your savings or money market account. You can make withdrawals in person, by mail, messenger, and at a Cirrus® or STAR® Network ATM. Federal regulations do not limit the withdrawals if we mail them to you by check. We reserve the right to impose a fee if you attempt to make withdrawals in excess of those permitted by federal regulations or our prevailing Fee Schedule.

**Withdrawals Limitations On Certificate of Deposit Accounts.** You generally cannot withdraw any principal from a Certificate Of Deposit Account before a maturity date without our consent. We can only consent to an early withdrawal at the time you request it. We must charge a penalty for any early withdrawals from a Certificate Account.

For an account with an original term of up to twelve months, the penalty is equal to three months' interest on the amount withdrawn. For an account with an original term of greater than twelve months, the penalty is equal to six months' interest on the amount withdrawn.

We calculate any penalty using the simple interest rate then in effect on the Certificate Account. We deduct the penalty first from any interest you have earned, but not yet been paid, on the account. If the penalty exceeds the unpaid interest, we will deduct the balance of the penalty from the principal of the Certificate Account.

If a withdrawal causes your Certificate Account balance to drop below the minimum balance requirement then in effect, we will consider the entire balance to have been withdrawn, and calculate the penalty as if you requested the entire balance.

We can allow an early withdrawal without penalty if any account owner dies or is declared legally incompetent. You may also withdraw without penalty if your Certificate Account is also an Individual Retirement or Keogh Account, and you are at least 59½ years old or disabled at the time you request the withdrawal. If your Certificate Account is also an Individual Retirement or Keogh Account, and you request the withdrawal within seven days of establishing the account, the penalty will be only the earned and unpaid interest.

**Interest On Accounts.** We pay interest on certain types of accounts. Interest accrues from the day we receive credit for your deposit of checks and other non-cash items. Interest is not accrued for the date of withdrawal. When we receive credit, your funds are considered collected, and your collected balance increases. The Federal Reserve Bank gives us credit on most items within one business day. It rarely withholds credit on a

check longer than three days. We reserve the right not to pay interest on any deposited check returned to us unpaid by the financial institution on which it is drawn.

We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate (the interest rate divided by 365 days, or 366 days in leap years) to the collected balance in the account each day.

Your account earns interest on any day that the collected balance equals or exceeds the amount designated in our Rate Schedule. Interest is compounded on the frequency shown in the account type schedule for the actual days on a 365/366 day year basis. Once you give us written notice of withdrawal, we will pay no interest on the deposit. If you close the account before the scheduled interest payment date, you will not receive the accrued interest.

With the exception of certificate of deposit accounts, your rate and annual percentage yield may change on your deposit account. At our discretion, we may change the rate at any time.

**Certificate of Deposit Accounts.** Your interest rate and annual percentage yield are effective for the term of your certificate of deposit. You cannot make additional deposits to a certificate after the opening deposit.

If you choose an automatic renewal option, we have the right to review each time deposit on or before maturity. We can then determine whether or not we will renew the deposit. We can renew it automatically at the same or a changed interest rate and term.

If we elect to renew the certificate, you have ten days from the maturity date to withdraw funds without paying a penalty. If we elect not to renew the certificate, we can also pay it back to you as a matured deposit.

If the certificate does not automatically renew, and you do not give us specific instructions regarding renewal or payment, we can renew the deposit as described above. We will notify you of any changes through the U.S. mail.

**Annual Percentage Yield (APY).** The annual percentage yield measures the total amount of interest paid on an account based on the interest rate and the frequency of compounding. We express the APY as an annualized rate, based on the actual days in the year.

**Transaction Accounts.** If your account is a transaction account, the account is considered a master account (the "Money Manager Account") consisting of two separate subaccounts. These subaccounts consist of a transaction subaccount and a Money Market Deposit subaccount (the "MMDA"). We will pay interest on the collected balances in both subaccounts at the transaction rate. In each statement period, we will determine a threshold amount for your Money Manager Account (the "Threshold Amount"). We will allocate funds between your transaction and MMDA subaccounts by comparing your

Money Manager Account ending balance with this Threshold Amount. The portion of the ending balance which is equal to or less than the Threshold Amount will be credited to the MMDA subaccount and remainder will be credited to the transaction subaccount. All checks, debits and other withdrawals from your Money Manager Account will be paid from the transaction subaccount. If the daily beginning balance in the transaction subaccount is less than the net debit activity for that day in the Money Manager Account, we will transfer available funds from the MMDA subaccount to the transaction subaccount in the amount by which the net debit activity exceeds the beginning balance in the transaction subaccount. On the sixth of such transfers from the MMDA subaccount to the transaction subaccount during any statement period, and in compliance with Regulation D of the Federal Reserve Board, all funds in the MMDA subaccount will be transferred to the transaction subaccount for the remainder of that statement period. This arrangement has no adverse impact on your account, balance, statements, interest earned or FDIC insurance coverage. We reserve the right to treat your account(s) with us as transaction account(s) for regulatory purposes regardless of the marketing name of your account(s).

**Fraudulent Transactions.** We will send periodic statements of your accounts. Once you receive your statement, you must exercise reasonable care and promptness in examining them. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. If you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself. The degree in which you must share depends on whether we exercised ordinary care and, if not, whether we substantially contributed to the loss.

The loss could be not only with respect to items on the statement but other items forged or offered by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances. In any circumstance, it will not exceed a total of 30 days from when we first make the statement available to you.

You agree that if you fail to report any unauthorized signatures, alterations, forgeries or any other errors in your account within 60 days of when we make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care.

When you or we discover fraud on your account, the only failsafe way to prevent payment of additional fraudulent items is to close the existing account and open a new one with a different account number. For your convenience, we will send notifications of change with your new account number to any originators of electronic deposits and withdrawals posted to your account during the last three months. You further agree that if you choose not to immediately close your account(s) and reopen new ones as we advise you here, we have no further liability to you, and you alone accept responsibility for all future losses.

**24 Hour Automated Telephone Banking.** This agreement governs our Automated Telephone Banking service. You can use this service to access a variety of transactions and inquiries by calling 1-800-407-6646. To enroll in this service, you must have an account with us and your four-digit personal identification number (PIN). On your first call, the service will ask for your temporary PIN. This number is the last 4 digits of the primary account holder's Social Security or Tax Identification number. You will then be prompted to create a new PIN through the menu options. With our service, you have access to information on your account twenty-four hours a day, seven days a week, but may be limited during periods of high volume, system maintenance or upgrade. Accessibility times for the service are not the times we will process your transactions. Please refer to the Processing Cut-Off Time section of this agreement for more information.

You are responsible for any fees noted in our prevailing Fee Schedule for using this service. To use the Automated Telephone Banking, you need a telephone or wireless cell phone. You agree to be responsible for all fees or charges that your telephone or wireless provider may charge when using our service.

**Online Banking.** This agreement governs our Online Banking service. You can use this service to access our website to perform a variety of transactions and inquiries. To enroll in this service, you must have an account with us and meet our hardware and software requirements. With our service, you have access to view certain account information including balance and transaction information and change security credentials. You may perform funds transfers between any of your deposit accounts with us, pay bills either on an automatic, recurring, or periodic basis, and make payments on loans you have with us. Eligible deposit accounts may also have access to initiate and approve ACH and Wire transactions. The Online Banking service is accessible twenty-four hours a day, seven days a week, but may be limited during periods of high volume, system maintenance or upgrade. Accessibility times for the service are not the times we will process your transactions. Please refer to the Processing Cut-Off Time section of this agreement for more information.

You are responsible for any fees noted in our prevailing Fee Schedule for using this service. To use Online Banking, you need a computer, current anti-virus/anti-malware software, an internet connection, and a web browser that meet our minimum requirements, as may be changed from time to time. You may contact us during our business hours to obtain a list of our minimum requirements.

**Bill Pay.** This agreement governs our Bill Pay service. You can use this service to pay bills either on an automatic, recurring, or periodic basis. To enroll in this service, you must have an account with us and meet our hardware and software requirements. The Bill Pay service is accessible twenty-four hours a day, seven days a week, but may be limited during periods of high volume, system maintenance or upgrade. Accessibility times for the service are not the times we will process your transactions. Please refer to the Processing Cut-Off Time section of this agreement for more information.

You agree that it is your responsibility to provide payment instructions in such a manner that the payee will receive your payment no later than the due date on the statement provided to you by the payee. We require that you provide payment instructions no later than 2 business days prior to the scheduled payment date if the payee accepts electronic payments and 4 business days prior to the scheduled payment date if the payee only accepts payments via check. Your account must contain sufficient collected funds to complete the payment on the transmit date.

You are responsible for any fees noted in our prevailing Fee Schedule for using this service. You agree that we will incur no liability if we are unable to complete any payments for the following reasons:

- You provide us erroneous or incomplete information;
- You have insufficient funds for the payment;
- A payee cannot or will not accept a payment delivered by us;
- A payee delays crediting the payment to your payee account;
- We suspect the payment of being fraudulent and have provided notification to you; or
- We suspect the Payee is a blocked entity under the Office of Foreign Assets Control Sanctions.

We will notify you of failed or returned Bill Pay transactions. If we request additional information and you do not provide the information needed to resolve the payment issue within 5 business days, we will cancel the payment and the funds will be returned your account.

In order to use the service, you must obtain and maintain, at your expense, compatible hardware and software including a computer, current anti-virus/anti-malware software, an internet connection and a web browser that meet our minimum requirements, as may be changed from time to time. You may contact us during our business hours to obtain a list of our minimum requirements.

**Merchant Remote Deposit Capture.** This agreement governs our Merchant Remote Deposit Capture service. You can use this service to prepare deposits for electronic transmission to us. To enroll in this service, you must have an account with us and meet our hardware and software requirements. The Merchant Remote Deposit Capture service is accessible twenty-four hours a day, seven days a week, but may be limited during periods of high volume, system maintenance or upgrade. Accessibility times for the service are not the times we will process your transactions. Please refer to the Processing Cut-Off Time section of this agreement for more information.

You are responsible for any fees noted in our prevailing Fee Schedule for using this service. To use our service we provide you, at no charge, with the initial scanner equipment to process your check deposit items. You will need to provide a computer, current anti-virus/anti-malware software, an internet connection and a web browser that meet our minimum requirements, as may be changed from time to time. You may contact us during our business hours to obtain a list of our minimum requirements.



You agree to be responsible for the cost of maintaining and replacing all equipment, as needed. You agree to use only scanning equipment approved by us, and to return it to us immediately upon our demand. Failure to return the equipment in a timely manner may result in fees. Please refer to the Termination of Account Services section of this agreement for more information.

All items deposited through the service will be virtually endorsed by the scanner we provide. If the virtual endorsement is not created you agree, unless we approve otherwise, to include the following specific endorsement: "For Remote Deposit Only at UNB Elgin, Account Number [NUMBER]."

**Mobile Banking.** This agreement governs our Mobile Banking service. You can use this service to access our mobile application to perform a variety of transactions and inquiries. With our service, you have access to prepare deposits for electronic transmission to us, perform funds transfers between any of your accounts with us, and pay bills either on an automatic, recurring, or periodic basis.

You are responsible for any fees noted in our prevailing Fee Schedule for using this service. To enroll in this service, you must have an account with us, meet our hardware and software requirements, and be enrolled in our Online Banking service. Not all of the Online Banking services or the functionality of the Online Banking website are available when you use a mobile device and our Mobile Banking service. Functionality may also vary based on the mobile device you use. The Mobile Banking service is accessible twenty-four hours a day, seven days a week, but may be limited during periods of high volume, system maintenance or upgrade. Accessibility times for the service are not the times we will process your transactions using the service. Please refer to the Processing Cut-Off Time section of this agreement for more information.

In order to use the service, you must obtain and maintain, at your expense, compatible hardware and software including an internet enabled mobile device with current anti-virus/anti-malware software and an application specified by us on our website at <https://www.unbelgin.com>. The Mobile Banking service is separate and apart from any other charges that may be assessed by your wireless carrier for internet access or text messages sent to or received us. You agree you are responsible for all fees or charges that your wireless provider may charge when using Mobile Banking.

Unless we approve otherwise, you agree to include the following specific endorsement on all items deposited through the service: "For Mobile Deposit Only at UNB, Account Number [NUMBER]." We can order an endorsement stamp for you, if you desire.

**Verification of Electronic Deposit Transmission.** When we receive deposits you send to us using our Merchant Remote Deposit Capture or Mobile Banking service, we will verify receipt of the transmission. We exchange images of the checks you deposited in the transmission with selected exchange banks. We may also create electronic substitute checks for clearing with non-exchange banks. We will then deposit funds to your Account.

Substitute check means a paper reproduction of an original check that contains an image of the front and back of the original check, is suitable for automated processing in the same manner as the original check and meets other technical requirements set out in the Check Clearing for the 21<sup>st</sup> Century Act, 12 USC §§ 5001-5018 and the regulations relating to the Act.

**Funds Transfers.** This agreement governs our Funds Transfers service. You can use this service to transfer funds internally between your accounts with us and externally to other accounts at other banks. You agree to allow us to process Funds Transfers requests (“requests”) we receive via fax, e-mail, or made in person by you or by a transferor on the account signature card you authorized (“authorized transferor”). Requests processed by you or by an authorized transferor via our Automated Telephone Banking, Bill Pay, and Online and Mobile Banking platforms (“electronic banking platforms”) are beyond our control. By processing requests using our electronic banking platforms, you and all authorized transferors agree to assume unlimited liability.

We will utilize a commercially reasonable security procedure (“security procedure”) consisting of a call back to authenticate requests received via fax or e-mail in accordance with your or an authorized transferor’s wishes and or circumstances known to us including the size, type, and frequency of payment normally issued by you to us. For requests made in person, we will utilize a current state issued-picture identification you or an authorized transferor provides as a commercially reasonable security procedure. At our option, we may require an internal funds transfer request received via voice instruction by our bank representatives to be in writing. By using this service, you and we agree our security procedures are commercially reasonable. You acknowledge that we are not required to perform a security procedure to authenticate requests you or an authorized transferor process via our electronic banking platforms.

You can initiate internal funds transfers between your accounts with us in person, via voice instructions to our bank representatives, or via our Automated Telephone Banking, Online, or Mobile Banking platforms subject to the following limitations:

- You must contact us during our business hours to perform an initial automated telephone banking setup that will enable you or an authorized transferor to transfer funds between your deposit accounts or make certain payments on loans you have with us;
- Additions to or early withdrawals from Certificate of Deposit accounts you have with us can only be made in person or via voice instructions to a bank representative;
- Some functions that are available in person may differ from those available on our electronic banking platforms.

External Funds Transfers from your accounts with us to other accounts at other banks can be initiated in person or via our Bill Pay, Online or Mobile Banking platforms. Those platforms use ACH and Electronic Wires delivery channels which have unique delivery times. Furthermore, some functions that are available in person may differ from those available via our electronic platforms.

Draw-down reverse wires including any associated ACH transactions are governed by this agreement. You authorize us to process reverse wires and any associated ACH transactions on your behalf. We have no obligation to advance on uncollected funds or insufficient funds.

Accessibility times for the service are not the times we will process your transactions using the service. Please refer to the Processing Cut-Off Time section of this agreement for more information. You are responsible for any fees noted in our prevailing Fee Schedule for using this service.

**Authorization to Act.** By subscribing to our services, you authorize us to take any and all actions necessary to provide the services, including making transfers to and from accounts as described in this agreement. When you use the services covered by this agreement, you agree to be bound by our terms, conditions and procedures, as they may change from time to time. By using the services after we make any changes, you thereby accept the changes. Any other services we provide to you are controlled by other agreements.

**Passwords, Access Codes, and Security.** We will provide codes to you to use the electronic platforms noted in this agreement. Codes means passwords, user IDs, personal identification numbers and other security devices used by you to access our services. You and your administrator are responsible for creating and maintaining your subsequent user accounts. This includes assigning and revoking access privileges for those users, and providing new and subsequent codes to those users.

You understand that your administrator has the capability of providing administrative privileges identical to that of an administrator to any user, including the ability to create and maintain subsequent user accounts and assigning and revoking access privileges. If your administrator grants these privileges to a user, you agree that user will also be deemed an administrator.

You are required to use your codes every time you access services on our electronic platforms. It is your sole responsibility to maintain the confidentiality of the codes. Further, you agree to accept full responsibility for and over the control of the codes. It is your responsibility to maintain and delete codes for each individual user. We are not liable for any losses caused by improper or negligent maintenance. You agree that we are not responsible for any actions of a third party as a result of unauthorized use of the codes. You understand that state and federal statutes make it a crime to gain unauthorized access into our computer network and that violators will be prosecuted.

You are responsible for training your employees in proper use of our electronic platforms. Your computer designated to access those services must have security software installed and operational, including antivirus protection.

**Risks of Using the Internet.** You understand that, while we and our service providers have established certain security procedures, such as firewalls, codes and data

encryption designed to prevent unauthorized access to your accounts or transactions, there can be no assurance that inquiries or transaction activity will be completely secure. You also understand that access to our electronic services will not be free from delays, malfunctions, or other inconveniences generally associated with this electronic medium. You agree that we are not responsible for any such unauthorized access, delays or malfunctions, and we are not responsible for the acts of third parties.

**Website Links.** You understand that our bank website may contain links to other third-party websites. We are not responsible for, nor do we control, the content, products or services provided by such linked websites. We do not endorse or guarantee the products, information, services or recommendations provided by such linked sites and are not liable for any failure of those products or services advertised on those websites. In addition, each third-party website may provide less security than we do and have a privacy policy different than ours. Your access, use and reliance upon such content, products, or services is at your own risk.

**Ownership of Data & Mobile Device.** You are the owner of data supplied to us for processing in connection with those electronic services. For our Mobile Banking service, you represent that you are the owner or authorized user of the Mobile Device, and that you are authorized to approve the applicable charges.

**Ownership of Program Materials.** You acknowledge that the software, mobile application, systems documentation, guidelines, procedures, and similar related materials or any modifications of them, referred to in this agreement as the “program materials,” are copyrighted property and constitute trade secrets and proprietary data. You further acknowledge that you have no title to or ownership of such program materials and that you waive any and all rights and claims which you now or hereafter may have against us with respect to the program materials.

You may make one (1) copy of the program materials, to be used exclusively for back-up purposes. Except for this back-up copy, you may not make any other copies of the program materials, nor may you transfer or disclose any of the program materials to any other person, firm or corporation, except for your employees requiring such knowledge in the ordinary course and scope of their employment with you. You agree not to, in whole or in part: modify, revise, or create any derivative works of the program materials; decompile, reverse engineer or otherwise attempt to derive the source code for the program materials; redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the program materials; or remove or alter any proprietary notices, legends, symbols or labels in the program materials, including but not limited to, any trademark, logo or copyright. The provisions of this section shall survive termination or expiration of this agreement.

You agree that our downloadable mobile application is granted to you, on a limited, nonexclusive license to use in accordance with this agreement. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the mobile application.

**Usage.** You agree to comply with our conditions of and limitations on the usage of our electronic platforms.

**Valid Items.** Only items you receive from your customers in the ordinary course of business, and made payable to you directly, may be deposited in person, via mail, at a participating ATM, or through our Merchant Remote Deposit Capture and Mobile Banking services. Without our express prior written consent, you may not deposit in person, via mail or ATM, or through our Merchant Remote Deposit Capture and Mobile Banking services, items drawn on your own depository accounts, whether or not such accounts are maintained with us or at another financial institution.

Only items drawn on qualified United States financial institutions may be deposited. A qualified United States financial institution means an institution that is organized or, in the case of a United States office of a foreign banking organization, licensed, under the laws of the United States or any state; is regulated, supervised, and examined by federal or state authorities having regulatory authority over banks; and is a member of the Federal Deposit Insurance Corporation, or the National Credit Union Administration.

**Processing Cut-Off Time.** Items you deposit with us on any business day before the cut-off time noted in our Processing Schedule for Banking Services will be deposited same-day with next day availability. We will post items received on or after the cut-off time on the next business or banking day we are open. Our business days are defined in the Business Days section of our Deposit Account agreement.

In the event that our electronic services are not available due to circumstances beyond our control or yours, you agree to deliver original physical checks for your deposit.

**Performance.** We will perform our services in a commercially reasonable manner, similar to the services provided to our other customers, and with no other or higher degree of care. We make no warranties with respect to the image quality or validity of any items deposited through our services. With the exception of errors caused by our negligence, you are expressly assuming all other risks of error.

**Balancing And Controls.** To ensure the accuracy and integrity of data you transmit to us, on a daily basis you will review all input and output, controls, reports, email messages, and documentation,. On a daily basis you will also check exception reports to verify that all file maintenance entries and non-dollar transactions were correctly entered. You are responsible for initiating timely remedial action to correct any improperly processed data which these reviews may disclose.

**Conditional Acceptance of Deposits.** We will process items, transactions and data and perform our services on the basis of information furnished by you. We reserve the right, at our discretion, to reject any transmission we receive from you through those services. If we reject any transmission, we will promptly attempt to notify you and inform you of the reasons for rejection.

**Funds Availability Remotely Deposited Checks.** Remotely deposited checks are “non-local” items as defined in Federal Reserve Board Regulation CC. Despite this fact, we will grant provisional credit to you for electronic items in accordance with prudent business practices. You authorize us to place a hold on funds in the account, if after reviewing your remotely deposited checks, we for any reason have concerns about or question the validity or collectability of any item.

**Check Storage And Destruction.** You agree to safely store all checks which you deposit through an ATM, Merchant Remote Deposit Capture, and Mobile Banking in a securely locked location, with access restricted to only those with a specific need for such access. To ensure that deposited checks are not separately deposited to us or any other financial institution, you agree to permanently destroy them no later than sixty (60) days after the deposit by shredding or other comparable means.

**Duplicate Checks Deposited.** You agree to take all steps necessary to protect all of the checks processed from being redeposited with us or any other financial institution, either electronically or as paper checks. In the event you deposit any check to your account twice, you are solely responsible for contacting the maker of the check and refunding them the amount of the duplicate check you deposited.

**Return Items.** You understand that we may convert items you deposit with us into electronic substitute checks or an accounts receivable conversion (ARC) of an original check. As a result, in the event that any such item is return unpaid, you will only be entitled to receive back a copy of the substitute check or, in the case of an ARC, the automated clearinghouse information.

In addition, in the event that you wish to redeposit an item which we have converted into a substitute check, that is then subsequently returned unpaid, you may only redeposit the substitute check through us and not the original item, regardless of whether such original item has not yet been destroyed by you.

**Error Resolution.** You agree to promptly, but in no event later than twenty (20) days of your discovery, notify us in writing of any error in connection with a service. This includes any discrepancies between any records maintained by you and any notice or communication you receive from us with respect to a service or your account.

If any error results from incorrect input you supply, you will use commercially reasonable efforts to discover and report such error to us. We will use commercially reasonable efforts to reprocess any transactions based upon data you supply, which is necessary to correct such error.

If you are aware of a defect in a service, you agree to notify us promptly after your discovery of the defect. We will assist you, at our expense, in making such corrections through the most cost-effective means, whether manual, by system reruns, or program modifications. We will make every effort to correct any known material defect as soon as commercially reasonable at our expense.

**Regulatory Assurances.** You specifically acknowledge that you while using any service will not originate any transaction that does not comply with the laws of the United States. This prohibition includes, but is not limited to, the Bank Secrecy Act and Office Of Foreign Asset Control laws and regulations.

**Indemnity.** You indemnify and hold us harmless from any claim, loss, liability, action, cause of action, cost, expense, including but not limited to reasonable attorneys' fees and payments pursuant to settlements, arising out of, resulting from, or relating to (i) the alteration of any item deposited through our services, (ii) such data, information or instructions, or any inaccuracy or inadequacy in the data (iii) any material breach of this agreement by you or failure to comply with its material terms, and (iv) any act or omission to act by you or any of your employees or agents that results, directly or indirectly, in the payment or distribution of funds to any person, real or fictitious, not entitled to all, or any part of such funds or that result in an inaccurate, incorrect, untimely, improper or failed automatic clearinghouse fund transfer in connection with such funds or the redeposit of any item processed for deposit through our services.

**Arbitration.** At our option, you and we will use arbitration to settle any disputes regarding your bank accounts, loans with us, our services, or this agreement. Disputes include, but are not limited to, a claim based on or arising from an alleged tort. Arbitration will be under the auspices and rules of the American Arbitration Association and in accordance with the Federal Arbitration Act and the Illinois Uniform Arbitration Act. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. All statutes of limitation that would otherwise be applicable shall apply to any arbitration proceeding.

**Force Majeure.** We will not be liable to you if our delivery or performance of any Service is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; electrical equipment or availability failure; labor disputes; fires; floods; acts of God; federal, state, or municipal action; statute; ordinance or regulation; or, without limiting the foregoing, any other causes not within our reasonable control, and which by the exercise of reasonable diligence we are unable to prevent, whether of the class of causes listed here or not.

**Warranties.** We represent and warrant that we have the right to provide our electronic services, using the computer software or mobile application we provide to you or to which we give you access for the purpose of using our electronic services. We make no warranty as to the performance or operation of any computer hardware, equipment or software which we have not provided to you.

EXCEPT AS DESCRIBED IN THIS AGREEMENT, WE DISCLAIM ALL OTHER WARRANTIES, WHETHER WRITTEN, ORAL, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE WILL IN NO EVENT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES YOU INCUR INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR BUSINESS OPERATION LOSS, REGARDLESS OF WHETHER WE WERE ADVISED OF THE POSSIBLE OCCURRENCE OF SUCH DAMAGES.

**Governing Law and Rules.** Applicable federal law and the laws of Illinois govern our services, except to the extent this agreement can and does vary from such laws. Our services is also subject to the rules and regulations established by various federal agencies, rules for check clearing as promulgated by the National Automated Clearing House Association, rules for check clearing promulgated by any clearinghouse association, check clearing consortium or any other arrangements we may participate in to collect checks, and the rules for check electronification as promulgated by the Electronic Check Clearing House Organization.

**Termination of Account Services.** Either you or we can close your account, except certificate of deposit accounts, at any time. If you close an account within ninety days after the opening date, we may impose a service fee.

Either of us may cancel any service associated with your account at any time for any reason. If you enroll in the merchant remote deposit capture service and later cancel the service, you are required to immediately return our equipment to us. You agree that if you terminate the merchant remote deposit capture service, and do not return our equipment within five (5) days of the last deposit you make using this service, you owe us \$500, payable immediately.

**Business Days.** Every day is a business day or banking day except for Saturday, Sunday, and federal holidays. We may be open on days that are not business or banking days. We will post any transaction that occurs on a non-business or non-banking day on the next business or banking day we are open. We will post any transaction that occurs on or after the cut-off times in our Processing Schedule for Banking Services on the next business or banking day we are open.



**Processing Schedule for Banking Services** (the cut-off times shown are shorter on holiday related hours).

<b>Service:</b>	<b>Cut-off Time:</b>
<b>ACH file uploads</b>	3:30PM CT
<b>BeB advance from your Redi-Equity loan</b> to your deposit accounts with us	8:30PM CT
<b>CeB advance from your Redi-Chek loan</b> to your deposit accounts with us	8:30PM CT
<b>CeB bill pay &amp; BeB bill pay</b> using online, mobile banking*	CeB 9:30PM CT BeB 8:00PM CT
<b>Check deposits</b> or <b>withdrawals</b> made in person	5:00PM CT
<b>Check deposits</b> made using merchant remote deposit capture	Refer to application notice
<b>Check deposits</b> made using mobile banking	Refer to application notice
<b>Currency orders</b> (international)	2:00PM CT
<b>Loan payments</b> made in person	5:00PM CT
<b>Loan payments</b> made using online, automated telephone banking**	8:30PM CT
<b>Loan payoffs***</b>	1:00PM CT
<b>Notary</b>	5:00PM CT
<b>Transfers</b> between your deposit accounts with us made in person or via voice****	5:00PM CT
<b>Transfers</b> between your deposit accounts with us using automated telephone banking	8:30PM CT
<b>Transfers</b> between your deposit accounts with us using online, mobile banking	8:30PM CT
<b>Wire orders</b> made using online, mobile banking	3:30PM CT
<b>Wire orders</b> made in person, e-mail, or fax	4:30PM CT

\*The cut-off time for Bill Pay refers to that business day's availability of future payment delivery dates.

\*\*Loan payments can only be processed with your deposit account(s) at this bank. Please contact us to enroll you in payments drawn on deposit accounts at other banks.

\*\*\*Payoffs can only be processed by our loan representatives. Payoffs cannot be processed using online, mobile, or telephone banking at this time.

\*\*\*\*Transfers via voice refers to when you or an authorized transferor instructs a Bank representative to transfer funds between your accounts with us via a telephone call.

**Fees For Services.** Each account is subject to our prevailing Fee Schedule. Information and/or schedules pertaining to fees are available upon request and are subject to change. Not all accounts are available at all locations or at the same price.

You can avoid service fees on some accounts by maintaining a minimum balance. The minimum balance to avoid monthly fees must be maintained in your account every day during the statement period.

For certain types of business accounts, service fees from your affiliated accounts may appear on your periodic statement. For an itemized description of the fees, please see your Account Analysis Statement that we sent you.

If you call upon us to render service on your behalf, you agree to indemnify and pay us in advance for all costs in the performance of the service. You agree to pay the rates published in our prevailing Fee Schedule.

We will provide at least thirty days' advance notice of any increase in current charges or any new charges, except for fees we pay to a third party on your behalf. We may deduct any charges from your account. We reserve the right to waive any charges at our sole

discretion. Any acceptance of partial payment or waiver of fees due to us does not establish a custom or waive any of our future rights.

**Your Liability.** You each agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the prevailing Fee Schedule that may be imposed. You authorize us to deduct these charges as accrued directly from your account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees. By applying for an account or service, you authorize us to make inquiries and obtain credit information on you to determine your creditworthiness. You certify that all statements made on your application are true and accurate as of the date they are completed.

**Our Right to Setoff.** You each agree that we may set off the funds in this account against any due and payable debt of yours. This includes debts owed to us now or in the future. We can offset for debts made by any of you having the right of withdrawal. This is limited to the extent of each person's or legal entity's right to withdraw. We can setoff without prior notice, and when permitted by law.

To secure every amount you owe us, you further grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums you owe us against any and all such accounts.

We cannot setoff debts against accounts where your right of withdrawal arises only in a representative capacity. We are not liable for the dishonor of any check when the dishonor occurs because we setoff a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

In the highly unlikely event that we are liquidated by the FDIC, we agree that you may setoff the funds in this account against any due and payable debt, guarantee, or other obligation of yours. This includes funds owed to you, or debts owed to us now or in the future. You can offset for debts, guarantee, or other obligation made by any of you having the right of withdrawal on an account. This is limited to the extent of each person's or legal entity's right to withdraw.

**Restricted Transactions.** Restricted transactions, such as unlawful internet gambling transactions, are prohibited from being processed through the account or relationship.

By your opening or maintaining an account with us, you certify that you do not engage in an Internet gambling business.

**Changes In Agreement Terms.** We can change the terms of this agreement at any time. If a change in any way reduces or limits your rights, we will send you written notice 30 days in advance. We will mail it to the address in our records. Alternately, we may include it in your bank statement. If your rights do not decrease, we will post a notice of change in the bank.

We may make changes to our other agreements or disclosures. If the change results in greater costs or liability to you or otherwise reduces access to your accounts, we will give you at least twenty-one days' notice.

**Interpretation.** The names given to paragraphs or sections in this agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this agreement. You agree that this agreement is the best evidence of your agreements with us. If a court finds that any provision of this agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this agreement even if a provision of this agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this agreement, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

Notice from us to any one of you is notice to all of you. This agreement is binding on you and us, along with our respective heirs, successors and assigns.

## **Substitute Checks and Your Rights Important Information About Your Checking Account**

**What Is A Substitute Check?** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original checks. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. However, you have rights under law with respect to those transactions.

**What Are My Rights Regarding Substitute Checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account that more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss, or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds that amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest, if your account earns interest) within 10 business days after we receive your claim, and the remainder of your refund (plus interest, if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**How Do I Make A Claim For A Refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 847-888-7500. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)

- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss and
- A copy of the substitute check, and/or the following information to help us identify the substitute check: (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

## Direct Deposit and Preauthorized Withdrawal Disclosure

**Your Rights and Responsibilities.** Among the services we offer are

- 1) Direct deposits to your account of certain recurring payments to you,
- 2) Preauthorized transfers from your account to pay certain recurring bills.
- 3) 24-Hour telephone transfers utilizing our automated voice response unit.
- 4) Electronic check presentment, whereby you allow a third-party to initiate a one-time transfer from your account using the information from your check. This is commonly known as an "e-check conversion."

If you do not use all these types of service, some of the disclosures may not apply to you. Keep this notice for future reference.

**Cost.** The charge, if any, for direct deposits or preauthorized withdrawals is disclosed in our prevailing Fee Schedule. If no charge is disclosed, we do not charge for this service.

**Direct Deposits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed on this brochure to find out whether or not the deposit has been made.

**Periodic Statements.** We will send an account statement to you no less than quarterly. In addition, we will send a monthly account statement for each month in which a transfer occurs.

**Right to Stop Payment and Procedure for Doing So.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Call us or write us at the telephone number or address shown on this brochure. Call or write in time for us to receive your request three business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and to get it to us within 14 days after you call.

**Notice of Varying Amounts.** If these regular payments may vary, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

**Our Liability for Failure to Stop Payment of Preauthorized Transfer.** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

**Our Liability For Failure To Make Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We

will NOT be liable in the following situations. If, through no fault of ours, you do not have enough money in your account to make the transfer. If the transfer would go over the credit limit on your overdraft line. If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in our agreement with you.

**Disclosure of Information.** We may disclose information about your account or transaction on your account to third parties: (a) where it is necessary for completing or tracing transactions or resolving error or claims; (b) in order to verify the existence and condition of your account for third parties, such as credit bureaus, merchants or other financial institutions; (c) pursuant to court orders and other legal process; (d) in order to comply with subpoenas, summonses, search warrants or requests from governmental agencies unless we are prohibited by law from making such a disclosure; and (e) to others with your consent or where we are required by law to disclose information.

**Our Fees.** You agree to pay service, maintenance, withdrawal, and other fees in accordance with our prevailing Fee Schedule. You also agree to pay reproduction and hourly charges incurred by us when complying with subpoenas or other legal charges from your account. If you use an ATM or network not operated by us to initiate transactions, the ATM or network operator may impose a fee. If you use an ATM or network for other than US dollar transactions the ATM or network operator may impose an international service transaction fee.

**Liability Disclosure For Unauthorized Transfers.** If your statement shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days. You may not get the money back if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

**Address and Telephone Number To Report Unauthorized Transfers.** If you believe that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address shown on this brochure.

**Error Resolution.** In case of errors or questions about your electronic transfers, you can call or write to us at the telephone number or address shown on this agreement. Call as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared.

Tell us your name and account number. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or questions in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you. We will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer was foreign initiated) to investigate your complaint or questions.

If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not recredit your account.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.



## **Cirrus®/STAR® Network/Visa® Debit Card Agreement And Disclosure**

**Our Relationship.** This agreement and disclosure govern the relationship between you and us for use of your Cirrus®, STAR® Network Card or Visa® Debit Card. "You" includes each person to whom we issue, or who is authorized to use, a plastic card ("Card") bearing the Visa® or associated network name and logo. Wherever we use the term "network" in this agreement we are including Visa® and associated networks collectively.

**Approval.** Issuance of our debit card is at our sole discretion. You agree we may issue debit cards to any authorized signer on your account.

**Terminals and the Card.** Subject to any restrictions that we may impose, you may use the Card at any terminal bearing the network name and logo. You may use the card in connection with the checking, savings and/or credit card accounts with us which you have requested to use with the Card and we have approved. Any and all accounts are collectively called the "account."

**ATM Safety Precautions.** If you use your automated teller machine (ATM) access card, for your safety we advise you take these steps when using your card:

- Be aware of your surroundings when using an automated teller machine, particularly during the hours of darkness;
- Be accompanied by another person when using an automated teller machine during the hours of darkness;
- Refrain from displaying cash. Place cash in a pocket as soon as a transaction is completed. Count cash in the safety of a locked enclosure such as a car or home;
- Use another automated teller machine or return at a later time if you notice anything suspicious when using or considering using an automated teller machine;
- Report all crimes immediately to the operator of the automated teller machine or to local law enforcement officials.

**Use of Card and PIN Number.** The card and PIN ("Personal Identification Number") number are provided solely for your use and protection. At all times, you agree to safely keep the card and PIN number and not permit anyone else to use them. You agree to never record the PIN number on the card or otherwise disclose or make it available to anyone else. You agree to use the card, PIN number and terminals only as instructed and only for purposes as we authorize from time to time. You agree to immediately report to us any loss, theft, disappearance or known or suspected unauthorized use of the card or any disclosure of the PIN number.

**Non-Visa Debit Transactions on Visa Branded Cards.** Effective January 1, 2009, new procedures will go into effect that may impact you when you use your Visa® check card at certain merchant locations. While in the past transactions have been processed as Visa® Check Card transactions unless you entered a PIN, in the future if you do not enter a PIN, transactions may be processed as either a Visa® Check Card transaction or a transaction on the Visa® network. Merchants must provide you with a clear way of

choosing to make a Visa<sup>®</sup> Check Card transaction if they support this option. Please be advised that should you choose to use Visa<sup>®</sup> Check Card when making a transaction without a PIN, different terms may apply and you will not be eligible for rewards accrued on transactions processed over the Visa<sup>®</sup> network. Certain protections and rights applicable only to Visa<sup>®</sup> Check Card transactions as described in your cardholder agreement will not apply to transactions processed on the Visa<sup>®</sup> network. Please refer to your Visa<sup>®</sup> cardholder agreement for the Visa terms and conditions.

**Types of Transfers You May Make With Your Card.** Provided the terminal operator offers the following functionality, you may use your Cirrus<sup>®</sup> or STAR<sup>®</sup> Network Card or Visa<sup>®</sup> Debit Card and PIN number to (a) withdraw cash from your checking or savings account, (b) make deposits to your checking or savings account, (c) transfer funds between your checking and savings accounts, (d) pay for purchases (from checking only) at merchants who have agreed to accept the Cirrus<sup>®</sup> or STAR<sup>®</sup> Network Card or Visa<sup>®</sup> Debit Card for point of sale transactions, (e) obtain cash advances if your card is also a Visa<sup>®</sup> or MasterCard<sup>®</sup> card, (f) make loan payments to us and (g) have checks guaranteed. Some of these services may not be available at all terminals.

**Limitations on Your Transfers.** Terminals or terminal operators may have other limits on the amount of withdrawals or deposits. For security reasons there are other limits on the number and amount of transfers you may make using Cirrus<sup>®</sup> or STAR<sup>®</sup> Network Card or Visa<sup>®</sup> Debit Card terminals.

There are no limitations on the dollar amount or frequency of transfers between accounts which you may make with your Cirrus<sup>®</sup> or STAR<sup>®</sup> Network Card or Visa<sup>®</sup> Debit Card; however, terminals or terminal operators may have limits.

**Withdrawals, Transfers, Purchases, Cash Advances.** Each transaction you request at a terminal which consists of a withdrawal, purchase, or transfer from an account is an order to us to pay from your account at that time. We may charge the withdrawal or purchase against your account, even though the charge creates an overdraft. If the account is maintained in connection with a RediChek, RediEquity, or other line of credit, the charge may result in an extension of credit to you. If you request a cash advance from a credit card it is an order to us to make the cash advance. The bank will pass on international service transaction fees for use of the card in foreign country.

**Deposits, Payments.** All checks or drafts which you transact through a terminal for deposit or payment are credited subject to collection. The credit will be reversed if the check or draft is not paid. We give immediate credit to cash deposits taken at a clerk-operated terminal. Other cash deposits and payments are received subject to verification by us. We need not credit your account for deposits until we actually receive the funds. The credit will be reversed if we do not actually receive the funds. If the reversal to your account overdraws your account, we may charge all or part of the deficiency to any of your other accounts with us. We may also charge the deficiency to the accounts of any of you authorized to use the Card. This may include an extension of credit to you. You agree to immediately pay us any deficiency which cannot be paid out of your accounts.

**Your Right to Receive Documentation of Terminal Transfers.** The terminal will provide a receipt at the time you make any transfer to or from your account using a Cirrus® or STAR® Network Card or Visa® Debit Card terminal.

**Your Right to Receive Documentation Via Periodic Statements.** We will send you a monthly statement for each month in which a transfer has been made to or from your account. If there are no transfers (or other activity) in a particular month, we reserve the right to send you statements less frequently; however, you will get a statement at least quarterly.

**Your Responsibility for Unauthorized Transfers.** If you believe your Cirrus® or STAR® Network Card or Visa® Debit Card or PIN number has been lost or stolen, or someone has transferred money or may transfer money from your account without your permission, you should notify us immediately. Call us or write us at the phone number and address shown on this brochure. Telephoning is the best way of doing this. You will not be liable to us for unauthorized electronic transfers to or from your account and/or you can lose no more than \$50.00 if someone used your card and PIN without your permission. Our business days are defined in the Business Days section of our Deposit Account agreement.

**Our Liability If We Fail to Make Certain Transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to the Cardholder Rules when you have properly instructed us to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions to our liability.

We will not be liable, for instance, if, through no fault of ours, your account does not contain enough money to make the transfer. We are not liable if the transfer would go over the credit limit on a RediChek or RediEquity or other credit line. If the automated teller machine where you are making the transfer does not have enough cash, we are not liable. We are not liable if the terminal or Cirrus® or STAR® Network Card or Visa® Debit Card system was not working properly and you knew about the breakdown when you started the transfer. We are also not liable if circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.

**Limitations in Our Responsibilities.** The network terminals, are available for your convenience. Except to the extent provided in section 910 of the Electronic Fund Transfer Act, we are not liable for the unavailability or failure to operate of all or any part of any network. Except for our own negligence, we are not liable for any personal injury or tangible property damage you suffer or incur through use or attempted use of the card at any terminals. Except to the extent provided in Section 910 of the Electronic Funds Transfer Act, we and any other members of the network are not liable for any loss, cost, damage or expense you incur by reason of malfunction of any part of any system or failure to complete any transaction. This includes failures caused by natural disaster, fire,

strike, war, riot, act of God, or any other cause beyond our control. We are not liable for consequential damages.

**Limitations on Use of Card.** You agree not to request any transaction at a terminal if you know or are informed at the terminal, or by a clerk, that the terminal is malfunctioning or not operating. You agree not to attempt any transaction without the use of the card and your correct PIN number, furnished by us. You agree not to attempt to complete any transaction at a terminal which requires the assistance of a clerk to complete.

You agree not to attempt to initiate any transaction in connection with an account which we or you have closed, or which is subject to legal process or other restrictions. You agree not to request a withdrawal or transfer of funds from an account if the withdrawal or transfer would overdraw the account. If the account is maintained in connection with a RediChek, RediEquity, or other line of credit, you agree not to request a withdrawal or transfer of funds in excess of the credit limit of that line.

You agree not to request a withdrawal or transfer in an amount in excess of any dollar limitations imposed by the terminal operator. You agree not to request a withdrawal which exceeds limits as established and disclosed by us.

You agree not to deposit funds to an account by means of anything other than transfer from another account, cash, or a completed check or draft payable in U.S. dollars. Checks or drafts must be dated within six months prior to the date of attempted deposit. You must properly draw or endorse the check or draft. The amount of the check or draft must not violate any restriction on the check or draft. The amount of the check or draft must be within any limitations imposed by the terminal operator.

Neither we nor any terminal owner is liable to you if the transaction is not completed and you have violated any of these rules.

**Multiple Party Account.** If your account is a joint account, you grant each signer on your account your limited power of attorney. This power lets them appoint one or more agents with power to use the card to make withdrawals from your account. You agree to indemnify us for any tax we may be required to pay under local, state, or federal statutes. This includes, but is not limited to, taxes due by reason of withdrawals or payments from the account or after the death of a signer on your account.

**Card Ownership; Termination.** The card remains our property. You agree to immediately surrender it to us upon our request. We may terminate your card privileges at any time. We may withhold approval of any transaction at any time.

**If You Think There Is an Error on Your Statement.** In case of errors or questions about your electronic transfers call or write us at the telephone number or address shown on this brochure. Call as soon as you can if you think your statement is wrong or if you need more information about a transfer listed on the statement. We must hear from you

no later than 60 days after we sent you the **FIRST** statement on which the error or problem appeared.

Tell us your name and account number. Describe the error on the transfer you are unsure about. Explain as clearly as you can why you believe it is an error or why you need more information. Tell us the dollar amount of the suspected error. It will be helpful to us if you also give us a telephone number at which you can be reached in case we need any further information.

If you tell us orally, we may require that you send us your complaint or question in writing, at the address provided above, to be received by us within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or questions. If it is necessary to do this, we will provisionally recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

If, however, you have told us orally about your question or complaint and we did not receive your written confirmation within 10 business days of your oral report (after we asked you for it), we will not provisionally recredit your account. If we decided that there was no error, we will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

For point of sale transfer and foreign initiated electronic fund transfers we may take 10 business days, after we hear from you, to tell you the results of our investigation, or alternatively, recredit your account and resolve the error within 90 days.

**Goods or Services Purchased.** We are not responsible for the refusal of any person to honor your card. We are generally not responsible for any goods or services that you purchase with the card. One exception is when the card is used as a credit card and the purchase was made in response to an advertisement we sent to or participated in sending to you, The other exception is when the card is used as a credit card and the purchase cost \$50.00 or more and the transaction occurred in the same state as, or within 100 miles of, your address where we send your statements.

**Disclosure of Information.** We may disclose information about your account or transaction on your account to third parties: (a) where it is necessary for completing or tracing transactions or resolving error or claims; (b) in order to verify the existence and condition of your account for third parties, such as credit bureaus, merchants or other financial institutions; (c) pursuant to court orders and other legal process; (d) in order to comply with subpoenas, summonses, search warrants or requests from governmental agencies unless we are prohibited by law from making such a disclosure; and (e) to others with your consent or where we are required by law to disclose information.

**Our Fees.** You agree to pay service, maintenance, withdrawal, and other fees in accordance with our prevailing Fee Schedule. You also agree to pay reproduction and hourly charges incurred by us when complying with subpoenas or other legal charges from your account. If you use an ATM or network not operated by us to initiate transactions, the ATM or network operator may impose a fee. If you use an ATM or network for other than US dollar transactions the ATM or network operator may impose an international service transaction fee.

**Other Rules.** If you keep and use the card you accept these rules, as amended from time to time. These rules are in addition to any other account agreements and regulations governing your accounts which are accessible by the card. This includes loan agreements and rules for loans or other indebtedness on which you may make payments using the card. If you have RediChek, RediEquity, or other credit line account privileges, please refer to the agreement covering that account. It gives important information regarding your rights and responsibilities relating to any transactions at a terminal which result in overdrafts on your account.

By applying for an account or service, you authorize us to make inquiries and obtain credit information on you to determine your creditworthiness. You certify that all statements made on your application are true and accurate as of the date they are completed.

**Amendments.** We may amend these rules any time, subject to any applicable legal requirements for giving notice. Amendments are effective on the date shown in the amendment notice. We will mail notices to you at the address where we send your account statements.

## RediChek Account Agreement And Disclosures

**Introduction.** This RediChek Account Agreement and Disclosures ('Agreement') governs your line of credit (the "Credit Line" or the "Credit Line Account") issued through Union National Bank. In this agreement, the words 'Borrower,' 'you,' 'your,' and 'Applicant' mean each and every person who signed the RediChek Account Application. The words 'us,' 'our,' and 'Lender' mean Union National Bank. You agree to the following terms and conditions:

**Promise to Pay.** You promise to pay us, or our order, on demand the total of all credit advances and **FINANCE CHARGES**, together with all costs and expenses for which you are responsible under this agreement. You will pay your Credit Line according to the payment terms set forth in this agreement. If there is more than one Borrower, each is jointly and severally liable on this agreement. This means we can require any one of you to pay all amounts due under this agreement, including credit advances made to any of you. Each Borrower authorizes any other Borrower, on his or her signature alone, to cancel the Credit Line, to request and receive credit advances, and to do all other things necessary to carry out the terms of this agreement. We can release any of you from responsibility under this agreement, and the others will remain responsible.

**Minimum Payment.** Your 'Regular Payment' will be monthly payments of \$10.00 or 5.000% of the outstanding balance on your periodic billing statement, whichever is greater. Your 'Minimum Payment' will be your Regular Payment plus all amounts past due, any voluntary credit life and disability insurance premiums, and all other charges. You agree to pay not less than the Minimum Payment on or before the due date indicated on your periodic billing statement.

**Application of Payments.** Unless otherwise agreed or required by applicable law, payments and other credits will be applied in the following order: to (a) late charges and other charges; b) any amounts that exceed your Credit Limit; (c) any voluntary credit life and disability insurance premiums; (d) **FINANCE CHARGES**; and (e) unpaid principal.

**Term.** The term of your Credit Line will begin as of the date of our approval of your Account Application ("Opening Date") and will continue until demand is made under this agreement or until this Credit Line is terminated for any reason. At that time, or any time thereafter, all outstanding principal, accrued interest, any credit life and disability insurance premiums, and any other outstanding charges will be payable on demand.

**Receipt of Payments.** All payments must be made by a check, automatic account debit, money order, or other instrument in U.S. dollars and must be received by us at the remittance address shown on your periodic billing statement. Payments received at that address prior to 5:00 PM Central Time on any business day will be credited to your Credit Line as of the date received. If we receive payments at other locations, such payments will be credited promptly to your Credit Line, but crediting may be delayed for up to five (5) days after receipt.

**Credit Limit.** This agreement covers a revolving line of credit for the amount we approve, which will be your 'Credit Limit' under this agreement. We will advise you of the amount of your line of credit. You may borrow against the Credit Line, repay any portion of the amount borrowed, and re-borrow up to the amount of the Credit Limit. Your Credit Limit is the maximum amount you may have outstanding at any one time. You agree not to attempt, request, or obtain a credit advance that will make your Credit Line Account balance exceed your Credit Limit. Your Credit Limit will not be increased should you overdraw your Credit Line Account. If you exceed your Credit Limit, you agree to repay immediately the amount by which your Credit Line Account exceeds your Credit Limit, even if we have not yet billed you.

**Charges to Your Credit Line.** We may charge your Credit Line to pay other fees and costs that you are obligated to pay under this agreement or under any other document related to your Credit Line. Any amount so charged to your Credit Line will be a credit advance and will decrease the funds available, if any, under the Credit Line. However, we have no obligation to provide any of the credit advances referred to in this paragraph.

**Effective Disbursement Date.** The words 'Effective Disbursement Date' as used in this agreement mean a date, after the Opening Date, when the agreement is accepted by us in the State of Illinois and you have met all of our conditions for the Credit Line. You agree and understand that you may not receive any credit advance under your Credit Line until after the Effective Disbursement Date of this agreement.

**Credit Advances.** After the Effective Disbursement Date of this agreement, you may obtain credit advances under your Credit Line as follows:

- (a) Requesting a credit advance from your Credit Line to be applied to your designated account by telephone. You agree that we do not accept responsibility for the authenticity of telephone instructions and that we will not be liable for any loss, expense, or cost arising out of any telephone request, including any fraudulent or unauthorized telephone request, when acting upon such instructions believed to be genuine.
- (b) Writing a check on your designated checking account with us in excess of the available collected balance in the account.
- (c) Requesting a credit advance in person at any of our authorized locations.
- (d) Using your Automated Transaction Machine ('ATM') access card at any of our designated ATM locations.
- (e) Requesting an advance by mail.



If there is more than one person authorized to use this Credit Line Account, you agree not to give us conflicting instructions, such as one of you telling us not to give advances to the other.

**Future Credit Line Services.** Your application for this Credit Line also serves as a request to receive any new services (such as access devices) which may be available at some future time as one of our services in connection with this Credit Line. You understand that this request is voluntary and that you may refuse any of these new services at the time they are offered. You further understand that the terms and conditions of this agreement, together with any specific terms covering the new service, will govern any transactions made pursuant to any of these new services.

**Collateral.** To the extent collateral previously has been given to us by any person which may secure this Credit Line Account, whether directly or indirectly, it is specifically agreed that all such collateral consisting of household goods will not secure this Credit Line Account. In addition, if any collateral requires the giving of a right of rescission under Truth in Lending for this Credit Line Account, such collateral also will not secure this Credit Line Account unless all required notices of that right have been given.

**Right of Setoff.** You grant to us a contractual possessory security interest in, and hereby assign, convey, deliver, pledge, and transfer to us all right, title and interest in and to, your accounts with us (whether checking, savings, or some other account), including without limitation all accounts held jointly with someone else and all accounts you may open in the future, excluding however all IRA, Keogh, and trust accounts. You authorize us, to the extent permitted by applicable law, to charge or setoff all sums owing on this agreement against any and all such accounts.

**Periodic Statements.** If you have a balance owing on your Credit Line Account or have any account activity, we will send you a periodic statement. It will show, among other things, credit advances, **FINANCE CHARGES**, other charges, payments made, other credits, your 'Previous Balance,' and your 'New Balance.' Your statement also will identify the Minimum Payment you must make for that billing period and the date it is due.

When **FINANCE CHARGES** Begin to Accrue. Periodic **FINANCE CHARGES** for credit advances under your Credit Line will begin to accrue on the date credit advances are posted to your Credit Line. There is no 'free ride period' which would allow you to avoid a **FINANCE CHARGE** on your Credit Line credit advances.

**Method Used to Determine the Balance on Which the FINANCE CHARGE Will Be Computed.** A daily **FINANCE CHARGE** will be imposed on all credit advances made under your Credit Line imposed from the date of each credit advance based on the 'daily balance' method. To get the daily balance we take the beginning balance of your Credit Line Account each day, add any new advances and subtract any payments or credits and any unpaid **FINANCE CHARGES**. This gives us the daily balance.

<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>18.00%</b>
<b>APR for Balance Transfers</b>	<b>18.00%</b>
<b>APR for Cash Advances</b>	<b>18.00%</b>
<b>Penalty APR and When it Applies</b>	<p><b>20.00%</b>            This APR may be applied to your account if you:</p> <ol style="list-style-type: none"> <li>1. Fail to pay a Minimum Payment when due</li> <li>2. You Die</li> <li>3. Make any false or misleading statements on your Credit Line application</li> <li>4. Violate any provision of this Agreement or any other Agreement with us</li> <li>5. Garnishment, attachment or execution is issued against any material asset owned by you</li> <li>6. Exceed your Credit Limit</li> <li>7. File for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Federal Bankruptcy Act is filed against you</li> <li>8. We, in good faith, deem ourselves insecure</li> </ol> <p><b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for any of these reasons, the Penalty APR will apply until the default is cured.</p>
<b>Paying Interest</b>	Periodic <b>Finance Charges</b> for credit advances under your Credit Line begin to accrue when they are posted to your account. No "Grace Period" applies.
<b>Prepaid Finance Charge</b>	You will be charged a prepaid <b>Finance Charge</b> of <b>\$20.00</b> , which is a flat fee. This amount is payable when we establish your Credit Line and may also be imposed upon any future increase in your Credit Limit.
<b>Fees</b>	
<b>Annual Fee</b>	<b>\$20.00</b> on each anniversary of your Credit Line
<b>Transaction Fees</b>	None
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Over-the-Credit Limit</li> <li>• Returned Items</li> </ul>	<p><b>5%</b> of the payment</p> <p><b>\$50.00</b></p> <p><b>\$20.00</b></p>
<b>Other Fees</b>	
<ul style="list-style-type: none"> <li>• To Close Account</li> </ul>	<b>\$50.00</b>

**How We Will Calculate Your Balance:** We use a method called "daily balance". See your account agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your account agreement.

**Method of Determining the Amount of FINANCE CHARGE.** Any **FINANCE CHARGE** is determined by applying the "Periodic Rate" to the balance described above.

Then we multiply by the number of days in the billing cycle. This is your **FINANCE CHARGE** calculated by applying a Periodic Rate.

Notwithstanding any other provision of this agreement, we will not charge interest on any undisbursed loan proceeds.

**Conditions Under Which Other Charges May be Imposed.** You agree to pay all the other fees and charges related to your Credit Line as set forth in this agreement.

**Right to Credit Advances.** After the Effective Disbursement Date, we will honor your requests for credit advances up to your Credit Limit so long as: (a) you are not in default under the terms of this agreement; (b) this agreement has not been terminated or suspended; and c) your Credit Line has not been canceled as provided above in the section of this agreement titled 'Term.'

**Default.** We may declare you to be in default if any one or more of the following events occur: (a) you fail to pay a Minimum Payment when due; (b) you die; (c) you make any false or misleading statements on your Credit Line application; (d) you violate any provision of this agreement or any other agreement with us; (e) any garnishment, attachment, or execution is issued against any material asset owned by you; (f) you exceed your Credit Limit; (g) you file for bankruptcy or other insolvency relief, or an involuntary petition under the provisions of the Federal Bankruptcy Act is filed against you; or (h) we, in good faith, deem ourselves insecure.

**Our Rights.** If you are in default, we will send notice to you setting forth a time period of at least thirty (30) days within which such default may be cured. During this cure period, without notice, we may suspend your Credit Line as provided below. If such default is not cured during this period, we may either terminate or continue suspension of your Credit Line Amount.

**Suspension.** If we suspend your Credit Line, you will lose the right to obtain further credit advances. However, all other terms of this agreement will remain in effect and be binding upon you, including your liability for any further unauthorized use of any Credit Line access devices.

**Termination.** If we terminate your Credit Line, your Credit Line will be suspended and the entire unpaid balance of your Credit Line Account will be immediately due and payable, without prior notice except as may be required by law, and you agree to pay that amount plus all **FINANCE CHARGES** and other amounts due under this agreement.

**Collection Costs.** Upon default, we may hire or pay someone else to help collect your Credit Line Account if you do not pay. You also will pay us that amount. This includes, subject to any limits under applicable law, our attorneys' fees and our legal expenses whether or not there is a lawsuit, including attorneys' fees and legal expenses for

bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), appeals, and any anticipated post-judgment collection services.

**Access Devices.** If your Credit Line is suspended or terminated, you must immediately return to us all access devices. Any use of access devices following suspension or termination may be considered fraudulent. You will also remain liable for any further use of Credit Line access devices not returned to us.

**Delay In Enforcement.** We may delay or waive the enforcement of any of our rights under this agreement without losing that right or any other right. If we delay or waive any of our rights, we may enforce that right at any time in the future without advance notice. For example, not terminating your account for non-payment will not be a waiver of our right to terminate your account in the future if you have not paid.

**Termination by You.** If you terminate this agreement, you must notify us and return all access devices to us. Despite termination, your obligations under this agreement will remain in full force and effect until you have paid us all amounts due under this agreement.

**Prepayment.** You may prepay all or any amount owing under this Credit Line at any time without penalty, except we will be entitled to receive all accrued **FINANCE CHARGES**, and other charges, if any. Payments in excess of your Minimum Payment will not relieve you of your obligation to continue to make your Minimum Payments. Instead, they will reduce the principal balance owed on the Credit Line. If you mark a check, money order, or other instrument sent in payment with 'Paid in Full' or with similar language, we may accept the payment, and you will remain obligated to pay any further amount owed to us.

**Notices.** All notices will be sent to your address as shown in your Credit Line application. Notices will be mailed to you at a different address if you give us written notice of a different address. You agree to advise us promptly if you change your mailing address.

**Annual Review.** You agree that you will provide us with a current financial statement, a new credit application, or both, annually, on forms provided by us. Based upon this information we will conduct an annual review of your Credit Line Account. You also agree we may obtain credit reports on you at any time, at our sole option and expense, for any reason, including but not limited to determining whether there has been an adverse change in your financial condition. You authorize us to release information to others (such as credit bureaus, merchants, and other financial institutions) about the status and history of your Credit Line Account. Based upon a material adverse change in your financial condition (such as termination of employment or loss of income), we may suspend your Credit Line.

**Transfer or Assignment.** Without prior notice or approval from you, we reserve the right to sell or transfer your Credit Line Account to another lender, entity, or person.

Your rights under this agreement belong to you only and may not be transferred or assigned. Your obligations, however, are binding on your heirs and legal representatives.

**Tax Consequences.** You understand that neither we, nor any of our employees or agents, makes any representation or warranty whatsoever concerning the tax consequences of your establishing and using your Credit Line, including the deductibility of interest, and that neither we nor our employees or agents will be liable in the event interest on your Credit Line is not deductible. You should consult your own tax advisor for guidance on this subject.

**Governing Law.** This agreement will be governed by federal law and by the laws of the State of Illinois. The Credit Line which is the subject of this agreement has been applied for, considered, approved, and made in the State of Illinois.

**Redi-Chek Interpretation.** The names given to paragraphs or sections in this agreement are for convenience purposes only. They are not to be used to interpret or define the provisions of this agreement. You agree that this agreement is the best evidence of your agreements with us. If a court finds that any provision of this agreement is not valid or should not be enforced, that fact by itself will not mean that the rest of this agreement will not be valid or enforced. Therefore, a court may enforce the rest of the provisions of this agreement even if a provision of this agreement may be found to be invalid or unenforceable. If we go to court for any reason, we can use a copy, filmed or electronic, of any periodic statement, this agreement, or any other document to prove what you owe us or that a transaction has taken place. The copy, microfilm, microfiche, or optical image will have the same validity as the original. You agree that, except to the extent you can show there is a billing error, your most current periodic billing statement is the best evidence of your obligation to pay.

Notice from us to any one of you is notice to all of you. This agreement is binding on you and us, along with our respective heirs, successors and assigns.

**DEMAND of PAYMENT.** If you are an "insider" as defined by federal law, and notwithstanding any other provision of this Credit agreement, this extension of credit will become due and payable at our option at any time you become indebted to any and all other banks in an aggregate amount greater than the amount you would be permitted to borrow under the provisions in the federal statutes governing loans to insiders.

**Voluntary Credit Insurance.** Credit life insurance and credit disability insurance are not required to obtain credit. You acknowledge that you are not obtaining credit insurance for this loan. We do not offer Credit Insurance.

**Primary Purpose of Loan.** You agree that the primary purpose of your loan is for Personal, Family, or Household Purposes or Personal Investment.

**Automatic Payments.** If indicated on your Account Application, you authorize us to automatically deduct the amount of any loan payment from your account. If the funds in your account are insufficient to cover any payment, we are not obligated to advance funds to cover the payment. At any time and for any reason, you or we may voluntarily terminate Automatic Payments.

**Acknowledgment and Amendments.** By signing the RediChek Account Application, you state that you understand and agree to the terms and conditions in this agreement. You acknowledge that, subject to applicable laws, we have the right to change the terms and conditions of the Credit Line program, including without limitation the Margin. If we change the Periodic Rate and subsequent new credit advances are made under this agreement, the entire balance will be subject to the new rates. You also understand and agree that you may be subject to other agreements with us regarding transfer instruments or access devices which may access your Credit Line. Any person signing the RediChek Account Application may request a modification to this agreement, and, if granted, the modification will be binding upon all signers. By signing the RediChek Account Application, you acknowledge that you have read this agreement. You also acknowledge receipt of a copy of this agreement, including the Fair Credit Billing Notice and Notice To Cosigners.

### **Your Fair Credit Billing Rights For Home-Equity Plans**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Please keep it for future use.

#### **What To Do If You Think You Find A Mistake On Your Statement**

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed below. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You must notify us of any potential errors in writing. In your letter, give us the following information:

- (a) Account Information: Your name and account number.
- (b) Amount: The dollar amount of the suspected error.
- (c) Description of problem: Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

If you have authorized us to pay your credit card bill automatically from your savings or checking account, you can stop the payment on any amount you think is wrong. To stop the payment, your letter must reach us three business days before the automatic payment is scheduled to occur.

#### **Your Rights and Our Responsibilities After We Receive Your Written Notice**

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

While we investigate whether or not there has been an error, the following are true:

- (a) We cannot try to collect any amount you question, or report you as delinquent.
- (b) We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit.
- (c) You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date this is due. If you fail to pay the amount we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settle between us when it finally is. If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

#### Special Rule for Credit Card Purchases

If you have a problem with the quality of property or services that you purchased with a credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or services.

There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state within 100 miles of your current mailing address; and
- (b) The purchase price must have been more than \$50.

These limitations do not apply if we own or operate the merchant, or if we mailed you the advertisement for the property or services.

#### **Your Fair Credit Billing Rights For Plans Other Than Home-Equity Plans**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act. Please keep it for future use.

#### What To Do If You Think You Find A Mistake On Your Statement

If you think your bill is wrong, or if you need more information about a transaction on your bill, write to us at the address listed below. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong. You must notify us of any potential errors in writing. In your letter, give us the following information:

- (a) Account Information: Your name and account number.
- (b) Amount: The dollar amount of the suspected error.
- (c) Description of problem: Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

### What Will Happen After We Receive Your Written Notice

- (1) Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already correct the error.
- (2) Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error, the following are true:

- (a) We cannot try to collect any amount you question, or report you as delinquent on that amount.
- (b) We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit.
- (c) While you do not have to pay any questioned amount while we are investigating, you are still responsible for the remainder of your balance.

If we find that we made a mistake on your bill, you will not have to pay the amount in question or any interest or other fees related to that amount. If we didn't make a mistake, you will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe. If you receive our explanation and still believe your bill is wrong, you must write us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us. If we don't follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

### Your Rights If You Are Dissatisfied With Your Credit Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

- (1) The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (*Note:* Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- (2) You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
- (3) You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address listed on your bill or at the address listed at the bottom of this notice. While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.



**Notice To Cosigners On Redicheck Accounts.** You are being asked to guarantee this debt. Think carefully before you do. If the borrower doesn't pay the debt, you will have to. Be sure you can afford to pay if you have to, and that you want to accept this responsibility.

You may have to pay up to the full amount of the debt if the borrower does not pay. You may also have to pay late fees or collection costs, which increase this amount.

We can collect this debt from you without first trying to collect from the borrower. We can use the same collection methods against you that can be used against the borrower, such as suing you, garnishing your wages, etc. If this debt is ever in default, that fact may become a part of YOUR credit record.

This notice is not the contract that makes you liable for the debt.

## Safe Deposit Box Rental Agreement

**Rental Agreement.** Along with your completed Application For Services, this is the agreement between you and us (Union National Bank) that governs your safe deposit box rental. This agreement is effective immediately upon our acceptance of your application to rent a safe deposit box from us.

If there is more than one renter of the safe deposit box, the term "You" or "Your" refers to all owners. The words "We," "Our," or "Us" means Union National Bank. The Account Application for your account shows whether your account is a consumer or business account. A consumer is a natural person who holds an account primarily for personal, family or household purposes.

The rules for ownership and required documentation of authority as described in our Deposit Account agreement govern your safe deposit box rental.

This agreement replaces all previous agreements for your safe deposit box or boxes. You may not transfer, assign, or sublet the safe deposit box without our written consent.

You agree to lease the safe deposit box listed on your account application by number. We agree to lease that safe deposit box in our vaults to you.

By applying for an account or service, you authorize us to make inquiries and obtain credit information on you to determine your creditworthiness. You certify that all statements made on your application are true and accurate as of the date they are completed.

**Our Relationship.** Our Relationship is that of bailor – bailee. You are the bailor, storing your personal property or goods in our safe deposit box. We are the bailee, receiving your personal property or goods for storage. We neither have, nor do we want, knowledge of the contents of the box. We exercise no supervision over articles deposited in the box. It is neither our intention nor yours that we be trustee for your possessions.

**Our Duties.** Our sole duty is to exercise reasonable care to prevent the opening of the box by anyone other than you or your duly qualified deputy or legal representative. We are not liable for any loss by fire, theft, burglary, robbery, embezzlement, or any other cause, unless we failed to exercise reasonable care to prevent these occurrences.

**Annual Rental.** You agree to pay the first year's rent and the key deposit with your Application. You agree to pay your annual rent, in advance, on the anniversary date of the application until the lease is terminated. During the term the box is your leased property and under your sole control, subject to the conditions in this agreement. You and we both accept and agree to the terms of this agreement.

**Box Keys.** You acknowledge receipt of two keys for the box. You are responsible for maintaining control over these keys. You agree not to duplicate the keys. We retain no key that opens the box. One of your keys, along with our guard key, is required to open the box.

Our employees are absolutely prohibited from keeping one of your keys for you.

If one key is lost, you agree to give us immediate written notice of their loss. You agree to open a replacement box immediately to avoid the risk of unauthorized access..

If both keys are lost, the box must be drilled by a locksmith and the lock replaced. You agree to pay the box drilling fee listed on our prevailing Fee Schedule. You agree to pay it in advance of our opening the box.

**Box Contents.** You agree that the sole purpose of the rental is the storage of articles that can be safely stored in a safe deposit box. You agree that they will not damage our premises. You agree not to place flammable, explosive, toxic, or biodegradable items in the safe deposit box.

You are responsible for any damage to the box that occurs as a result of the contents. You agree to limit the weight of the contents to a maximum of ten pounds. If the weight of the contents exceeds ten pounds, you must transport the box to and from the safe deposit rooms yourself. Our employees are prohibited from assisting with heavy boxes.

**Hours of Access.** Our safe deposit vaults will ordinarily be open during our usual lobby business hours. Our employees are strictly prohibited from allowing access before or after our usual lobby business hours. We do retain the right to extend or reasonably restrict the hours as we see fit. We are not liable for any loss or damage caused by failure of locks on the vault doors or locks to operate. We have the right to temporarily close the vaults on account of fire, mobs, or unusual crowds. We also may temporarily close the vaults for any other reason when we deem it to be prudent or proper.

**Access To The Box.** We may refuse access to the box when the rent or any other amount you owe us is past due. We may also refuse access when we are served with an order by a court or other authority requiring us to deny access or hold the contents of the box. We have no duty to determine whether the order is valid, or whether the court or other authority issuing the order had jurisdiction to do so. We may comply with the provisions of law applicable to the box and with all orders of any court relative to the box.

We are not liable to you for any loss or damage from our honoring the order. You agree to hold us harmless from all costs and expenses to which we may be put in any suit or suits relating to the contents of the box. You agree to pay such expenses as we must pay as a result of such legal action. You agree to pay our expenses upon our demand. If you do not pay them when we demand, you agree to pay all our costs of collection.

**Individual Renters.** If you are the only person renting the box, upon your death, bankruptcy, or incapacity, we will refuse access to the box, except under certain conditions.

In the event of your death, the administrator or executor of your estate can access the box. We will require Letters of Office or Letters Testamentary that your administrator or executor has been confirmed by the probate court. In the event the deceased is an Illinois and his or her heirs complete an Illinois Small Estate Affidavit, we may open the box in accordance with the instructions in the affidavit. We can also allow entry to make a list of contents for estate purposes, or for any other purpose required or permitted by law.

**Joint Renters.** If two or more persons are named as renters, you are joint tenants in the box, with the right of survivorship. You are not tenants in common. Regardless of your joint tenancy, the title to any contents of the box is not changed by this agreement. The terms of this lease apply equally to each of you. Each of you alone may have access to the box. Any of you may also appoint or revoke the appointment of any deputy. Any of you may also exchange or surrender the box, amend or terminate this lease. Any of you may otherwise deal with us, the box or its contents just as all of such persons together could do. The death, bankruptcy or incapacity of any one of you does not revoke the appointment of any deputy appointed by any others of you. Upon and after the death of any of you, each survivor, or his or her duly qualified deputy, will have access to the box. Each survivor or deputy has the same rights they had before the death of the joint owner.

**Designation of Beneficiaries Payable Upon Death.** If only one beneficiary is named as the surviving beneficiary, that person becomes an individual renter as defined in this agreement. If two or more surviving beneficiaries are designated, upon death of all renters the surviving beneficiaries become joint renters as defined in this agreement. Disclaimer: you agree we have no obligation to divide the contents of a renter's box among joint renters.

**Business or Organization.** If you are a corporation, partnership, association or organization, we will allow access to the box by the person or persons designated by your Board of Directors or other governing board. You agree that we can rely solely on the attesting officer's certification on the application.

**Appointment of Deputies.** You may appoint a deputy or deputies for the box under certain circumstances. The appointment must be in writing, and in a form acceptable to us. All appointments are subject to our rules and regulations. Each of them will have access to and full power to remove the contents of the box. They may also exchange or surrender the box. They can amend or terminate this lease.

The authority of your deputy or deputies continues until we receive written notice from you that revokes the deputy's appointment. The authority of a deputy ceases when we receive notice of the death, bankruptcy, or incapacity of the person appointing the

deputy. All acts and omissions of you or your deputies, and all liability resulting from those acts and omissions, is binding upon each of you. It is also binding on your estate, heirs, representatives, successors, and assigns. Each of you agrees that you will give us written notice of the death, bankruptcy or incapacity of any other person having access to the box.

**Automatic Rent Payment.** If it is marked on your application, you authorize us to charge your account listed on the application for the annual rent, in advance. This authorization remains in effect until we receive your written cancellation, or until you close the box or the account.

**Default In Rental Payments.** If you do not pay the rent and any other charges by the first day after the due date, you will be in default. You grant us a lien on all of the contents of the box for any rent or other amounts you owe us. If you do not pay within thirty days, we may open the box. We will give you written notice as required by law. We can use force to open the box, then take its contents and store them. If we are forced to do this, it is all at your expense.

You agree that we are not liable for safekeeping of the box contents that we remove. We may sell the contents of the box, or any part thereof. The sale will be conducted in accordance with law, including any time or notice requirements, if applicable. The proceeds of the sale may be used by the Bank to reimburse itself for all the expenses of the sale, including attorneys' fees. We may use any method that we think is appropriate to sell the contents. We will apply any sale proceeds to the cost of opening the box, replacing the lock and key, rental charges or other amounts due us. We will return the surplus, if any, to you. If we cannot contact you at the last address on our books, any excess will be forwarded to the State of Illinois as abandoned property. If the sale does not produce enough money to satisfy the charges, you agree to pay any remaining amount due immediately.

**Changes of Address.** You agree to notify us in writing of any change of your address. If you do not send us a change of address, we may regard the last address on our records as the correct address for you. Any requirement for written notice by us to you is met if we mail it to you at the address on our records.

**Termination By Us.** We may terminate this lease by giving you thirty (30) days written notice of termination. You agree to surrender the box and the two keys within the thirty days of our notice. We will pay you a pro-rata refund of any rent you paid in advance. If the Renter fails to surrender the box and the two keys, the Renter shall be in default and the Bank may exercise its full rights under this agreement.

**Termination By You.** You may terminate this lease by giving us written notice. You must also surrender the box and the two keys to us. You agree not to mail the keys to us unless the box is totally empty. If you terminate early, you forfeit any refund of prepaid rent.

**Surrender of the Box.** When you surrender the box, you certify that all property you placed in the box has been withdrawn by you and in your possession. By surrendering the box you acknowledge that we have fully discharged all our duties and liabilities in connection with this lease. By surrendering the box you release us from any and all claims related to the box and this lease agreement.

**Insurance.** While we maintain insurance coverage for safe deposit box contents, we have no way of knowing the value of all contents of all boxes and cannot guarantee that our coverage is adequate. If you wish to be assured of full coverage, obtain a separate policy or rider to your homeowner's policy for coverage of your safe deposit box contents. You must provide us with proof of ownership before we will consider any claims. Only the bank's president is authorized to discuss mysterious disappearances of property with you.

**Modification and Notice.** You agree to abide by such rules and regulations and rental charges as we adopt or prescribe from time to time. You agree that our mailing any new rule, regulation or rental fee change to you is sufficient notice to you. We may also post any changes in our Safe Deposit Box area for 30 days instead of mailing the notice. Regardless of notification method, you agree to be bound to the new lease terms. You accept and agree to all the conditions contained in this Lease agreement.

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