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## Thank you for choosing *BankFinancial* as your bank!

BankFinancial, NA is sometimes referred to in this Agreement as “we”, “our” or “us”. This Customer Agreement and Disclosure Statement, our Customer Fee Schedule, each Signature Card that you sign and each Enrollment that you provide us for an account-related product or service (collectively, as amended from time to time, the “Agreement”) together constitute a binding contract between you and us concerning your deposit accounts and account-related products or services. Each time that you apply for, open, or maintain a deposit account with us, sign a Signature Card, enroll for or use any account-related product or service, and conduct an Account Transaction (defined below), you will be deemed to have agreed to and ratified all of the terms and conditions of this Agreement. This Agreement also provides certain legal disclosures.

### Customer Service Information

**Customer Service Center.** We offer customer service through our Customer Service Center during normal business hours. The toll-free number for the Customer Service Center is **1-800-894-6900**.

**Full-Service Branches.** We provide a full range of banking products and services through a network of full-service Branches. All full-service Branches have ATMs and night depository services, and most have drive-up facilities.

**Online Banking.** Online Banking is available at our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com). Online Banking allows you to access your account(s) and conduct a variety of Account Transactions using the Internet.

**Bank-by-Phone.** Bank-by-Phone allows you to perform a variety of Account Transactions using a touchtone telephone. The toll-free number for Bank-by-Phone is **1-800-244-2265**.

**ATMs.** We operate automated teller machines at our Branches and other convenient locations.

**More Information.** You may obtain more information about our Branches, Online Banking, Bank-by-Phone and ATM network, including their locations and business hours, by visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com) or calling our Customer Service Center.

### Certain Terms Used in This Agreement

**“Account Transaction”** means any type of transaction that is or can be conducted in, through or using a deposit account or an account-related product or service. Without limiting this definition, an Account Transaction includes the deposit of cash, checks and other Items into an account; the withdrawal or transfer of funds (including cash) from an account; the signing of checks and other Items drawn on an account; the endorsement of checks and other Items deposited to an account; the use of an account to cash checks or other Items, including checks and other Items that are payable to any one or more account owner or other Authorized Transactor, to us or to cash; the initiation of debits against an account, including ACH debits; the transfer of funds from an account; issuing instructions, orders or notices or entering into agreements with respect to an account or an account-related product or service, including Payment Orders, consents, waivers, releases, approvals and contracts; executing or accepting documents or instruments relating to an account or an account-related product or service; the conduct of in-person, ATM, debit card, Online Banking, Bank-by-Phone, Positive Pay and Remote Deposit Capture transactions, furnishing, receiving or changing information relating to an account or an account-related product or service, including changes to your Account Access Information, account ownership, Authorized Transactors, mailing address or other account information and information reflected on a Signature Card or account record; exercising control over an account or an account-related product or service; and any other type of transaction that is or can be conducted in, through or using an account or account-related product or service.

**“ACH”** means automated clearinghouse.

**“ACH Rules”** mean the Operating Rules of National Automated Clearing House Association, as supplemented by this Agreement, our internal policies and procedures, the applicable rules of any automated clearinghouse or association or other system through which an ACH entry is made or initiated, and any applicable provisions of Electronic Fund Transfer Act, Regulation E and Article 4A of the UCC. The ACH Rules can be accessed on the Internet at [www.achrulesonline.org](http://www.achrulesonline.org).

**“Account Access Information”** means account numbers, endorsement and signature devices or stamps, ATM and debit cards, PINs, Access Numbers, User IDs, passwords, answers to security or challenge questions, Social Security numbers, taxpayer identification numbers and any other information or device that is or can be used to access or transact business in your account or access your account information, and any document or electronic file containing such information.

**“Agreement”** means this Customer Agreement and Disclosure Statement, our Customer Fee Schedule, each Signature Card that you sign, and each application or Enrollment that you provide us for an account or account-related product or service. Prior versions of this Customer Agreement and Disclosure Statement were typically referred to in our forms, Signature Cards, agreements, disclosures, and other documents and on our Internet Branch as our “Account Agreement and Disclosure Statement.” After the effective date of this Customer Agreement and Disclosure Statement, these references to the Account Agreement and Disclosure Statement shall constitute and be deemed to be references to this Customer Agreement and Disclosure Statement.

**“Authorized Transactor”** means each person who owns or has an interest in an account, or who is authorized, permitted or allowed by you, directly, indirectly or through acquiescence, and by any method or means, including, without limitation, the naming of such person as an owner, trustee, signatory, convenience depositor or Authorized Transactor on a Signature Card or Enrollment, to transact business in, through or with respect to your account or an account-related product or service. A person who is named on a Signature Card or an Enrollment as an Authorized Transactor will be deemed to be authorized by the named accountholder(s) and/or owner(s) of the account to conduct Account Transactions of every kind and nature in, through or using the account or account-related product or service. A person who is not named on a Signature Card or Enrollment as an Authorized Transactor will nonetheless be conclusively deemed to be an Authorized Transactor for an account or account-related product or service if an Authorized Transactor authorizes or permits such person, directly, indirectly or through acquiescence, to conduct Account Transactions in, through or using the account or account-related product or service.

**“Business Day”** means every day except Saturdays, Sundays, and federal holidays, and **“Banking Day”** means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions. We may change from a Business Day or Banking Day to the next Business Day or Banking Day before the end of a calendar day. Please note that some of our Branches and offices are open on days and at times that are not considered Banking Days or Business Days.

**“Check 21”** means the federal Check Clearing for the 21st Century Act.

**“Check 21 Rules”** mean the regulations promulgated by the Board of Governors of the Federal Reserve System to implement Check 21, as amended from time to time and published at 12 C.F.R 229, Subpart D.

**“Confirmation”** means a notice that we provide you reflecting information or Account Transactions that we have recorded on our systems and records concerning your account or account-related products or services.

**“Cut-off Times”** means the deadlines that we establish for the receipt of deposits, checks, ACH entries, funds transfers, notices, instructions and other Account Transactions. Cut-off Times vary depending on the type of Account Transaction, product or service involved. A transaction that you conduct, or a notice, instruction, order, Item or document that you or someone else sends, gives or delivers to us after the applicable Cut-off Time on a Banking Day or on a day that is not a Business Day will be deemed to have been conducted or received by us at the start of the next Banking Day. The following table reflects the Cut-off Times that will be applicable to specific transactions, products or services unless a different Cut-off Time is posted in a Branch or on our Internet Branch, or reflected in a separate document relating to the account or account-related product or service. We may change a Cut-off Time at any time in our sole discretion without prior notice. All references to time in this Agreement are references to Chicago, Illinois Time.

<b>Transaction or Event</b>	<b>Cut-off Time</b>
Branch Deposits	The earlier of the closing time for the Branch or 8:00 p.m.
Night Deposits at Depository	8:00 a.m. Monday–Saturday
BankFinancial ATM Deposits	2:00 p.m. Monday–Friday
Non-proprietary ATM Deposits	2:00 p.m. Monday– Friday unless otherwise stated on the ATM
All branch transactions involving money including withdrawals, funds transfers, and entries on our books and records	The earlier of the closing time for the Branch or 8:00 p.m., or any earlier time posted at the Branch

<b>Transaction or Event</b>	<b>Cut-off Time</b>
Funds Transfers and Payment Orders	2:00 p.m. Monday–Friday
ACH Transactions	4:30 p.m. Monday–Friday
Online Banking Transactions	8:00 p.m. Monday–Friday and 3:00 p.m. Saturday
Bank-by-Phone Transactions	8:00 p.m. Monday–Friday and 3:00 p.m. Saturday
ATM transactions using a Visa® Check Card or ATM Card	2:00 p.m. Monday–Friday
In-Branch Transactions: Checks and other items deposited	The earlier of the closing time for the Branch or 8:00 p.m. on Monday– Friday, and 3:00 p.m. on Saturday, and on the next Business Day on Sunday
Presentment of checks and other Items (in- clearings)	2:00 p.m. Monday–Friday
Remotely deposited images of checks and other Items	4:00 p.m. Monday–Friday
Stop payment orders - checks and other Items	8:00 p.m. Monday–Friday and 3:00 p.m. on Saturday
Stop payment orders - ACH	5:00 p.m. Monday–Friday
Positive Pay Exception Decisions	2:00 p.m. on the Banking Day immediately following the day on which the Positive Pay Exception Item was presented
All other notices, instructions and transactions other than withdrawals from an account, including the receipt of legal process	The later of 10:00 a.m. or one hour after the Branch or office opens for business on a Banking Day

“Enrollment” means the process that we establish for submitting an application or enrolling to receive or use any account-related product or service. The information in and the terms and conditions of the Enrollment will vary depending on the specific account-related product or service for which you enroll.

“Internet Branch” means our Online Banking system that is accessible on the Internet at [www.bankfinancial.com](http://www.bankfinancial.com).

“Item” means a check, substitute check, purported substitute check, draft, electronic transaction (including an ACH, ATM and point of sale transaction), remotely created check, image replacement document, preauthorized draft, preauthorized payment, automatic transfer, telephone-initiated transfer, Online Banking transfer or bill payment instruction, in-person transfer or withdrawal, a deposit or withdrawal slip, or any other order or instruction for the payment, transfer, or withdrawal of funds, or an image, digital Item or a photocopy of any of the foregoing. The term also includes any written document created or authorized in your name that would be a check or draft but for the fact that it is not signed, and a deposited check or draft that is returned unpaid.

“Notify Us in Writing” (and also “Notifies,” “Notified” and “Notifying” Us in Writing) means a written notice that you mail or personally deliver (during our regular business hours) to our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462, or that you transmit to us electronically through SecureForms or SecureMail.

“Payment Order” means an instruction of a sender to a receiving bank to pay, or to cause another bank to pay, a fixed or determinable amount of money to a beneficiary that meets the requirements of §4A-103(a)(1) of the UCC.

“Regulation E” means Regulation E of the Board of Governors of the Federal Reserve System, as amended from time to time. To the extent that any provision of this Agreement may conflict with or impose obligations, time limits or other limits that are not permitted by Regulation E, the provisions of Regulation E shall be controlling.

“SecureMail” means the feature of our Online Banking and our Internet Branch that enables you to send secure electronic messages to and receive secure electronic messages from us via the Internet. SecureMail encrypts the message to protect its privacy and security. You may open a SecureMail account whether or not you are enrolled in Online Banking.

“SecureForms” means the feature of our Online Banking and other banking systems that enables you, in a secure electronic environment, to make a request to us, complete Enrollments for various account-related products or services and change certain information concerning your account or account-related product or service. You must enroll in Online Banking to use SecureForms.

“Signature Card” means the paper or electronic form that we use to designate the classification, form of ownership, Authorized Transactors and signature authority for an account, and to record other information relating to the account.

“Standard Security Procedures” mean the processes, procedures and controls that we establish from time to time with respect to certain Account Transactions for the purpose of assisting in the verification of the identity of owners or other Authorized Transactors and/or to reduce the risk of unauthorized transactions or changes. The Standard Security Procedures will vary depending on the type of Account Transaction you are conducting or the specific account-related product or service you are using. We may change our Standard Security Procedures at any time without notice. You agree that if you direct us to waive, disregard or allow you or any person to disregard or circumvent any Standard Security Procedure, you assume the risk of, and agree to indemnify us for, any loss or damage resulting from, and any claims arising out of, our acting upon your or their direction.

“UCC” means the Uniform Commercial Code, as amended and in effect in the State of Illinois.

“You” and “your” mean each owner of or other person with an interest in a deposit account, and each “Authorized Transactor” for a deposit account or an account-related product or service.

### **This Agreement**

We will provide or make this Agreement available to you when you apply for an account or enroll for an account-related product or service. You may also obtain the current version of this Agreement at any of our Branches, on our Internet Branch, or by calling our Customer Service Center toll-free at 800-894-6900.

This Agreement is a binding contract between you and us, and it applies to all types of deposit accounts that you open or maintain with us and to all account-related products or services that are included or referenced in this Agreement. Certain account types and products or services are subject to additional terms and conditions that are included, as applicable, in separate brochures, Enrollments, product information sheets or other documents or postings in our Branches or on our Internet Branch. These additional terms and conditions and any documents or notices that are executed or issued in connection with an account or an account-related product or service are incorporated by reference into this Agreement. If any of their provisions conflict with any provisions of this Agreement, this Agreement will be controlling.

All owners and other Authorized Transactors for an account or an account-related product or service are jointly and severally obligated under this Agreement. This Agreement is not intended to confer any rights, benefits or remedies on any person who does not own or have an interest in an account and there are no intended third-party beneficiaries. You may not assign this Agreement without our prior written consent. This Agreement is binding on your heirs, personal representatives, administrators, and executors in the event of your death if you are an individual, and for legal entities, your successors in interest and assigns. If any provision of this Agreement is held by any court or regulatory authority having jurisdiction over us to be invalid, illegal, unenforceable or in conflict, the validity, legality and enforceability of the other provisions will not in any way be affected by such holding and shall remain in full force and effect without change.

**Fees and Service Charges.** We will provide or make a Customer Fee Schedule available to you listing our current fees and service charges when you apply for an account or submit an Enrollment for an account-related product or service. You can also obtain our current Customer Fee Schedule by visiting our Internet Branch, calling our Customer Service Center toll-free at 800-894-6900, or visiting a Branch. Some account types are subject to minimum balance requirements and separate transaction or monthly fees that are not listed on our Customer Fee Schedule. These separate requirements or fees will be published on our Internet Branch or otherwise made available to you upon request or when you open your account or enroll for an account-related product or service.

You agree to pay us, on demand, all fees and service charges applicable to your account and Account Transactions, and to the account-related products or services that you use or accept. In addition to the right of setoff that we have under applicable law and this Agreement, you irrevocably authorize us and grant us the unconditional right to deduct from any of your accounts any fees, service charges and other amounts that you owe us, including amounts that are owed for loans and other extensions of credit that we made to you, without prior notice. We may act upon this authorization and right without regard to the source of the funds in the account, including funds that constitute or are the proceeds of governmental payments or benefits. We will not be liable to you for dishonoring checks or other items drawn on your account if the account does not have sufficient available funds on deposit due to our deduction or setoff of fees, service charges or other amounts that you owe us from the account. If we waive a fee or service charge for any Account Transaction, the waiver will not apply to any fees or service charges that we imposed or may impose for any other Account Transactions with you or anyone else, regardless of their similarity to the Account Transaction for which we waived fees or service charges.

**Amendments.** We reserve the right to amend this Agreement, including the Customer Fee Schedule, at any time and in any manner permitted or not prohibited by applicable law. If notice of the amendment is required, we may notify you by any

lawful means. If we amend this Agreement, the amended version will supersede and replace all prior versions of this Agreement as of the effective date of the amendment. All amendments will be effective on the date that we designate as the effective date. If you do not agree with any amendment, you may close your account and stop using the account-related products and services before the effective date of the amendment and you will not be bound by the amendment. If you continue to use or maintain the account, conduct any Account Transactions or use an account-related products or services after the effective date of an amendment, you will be deemed to have accepted and agree to be bound by the amendment as of its effective date.

If any amendment that we make to this Agreement will reduce the Annual Percentage Yield on your account or if you are a consumer and the amendment will adversely affect you, we will mail or provide you through any other lawful means a notice of the amendment at least 30 calendar days before its effective date.

If any amendment to this Agreement involves electronic funds transfer services, ATM Cards or Visa® Check Cards relating to a consumer account that is subject to Regulation E and the amendment will result in greater cost or liability to you, we will give you at least 21 calendar days' notice of the amendment by mailing or providing through any other lawful means a copy of the amendment to you at your address as shown in our records. The amendment will be effective on the date specified in the notice as its effective date unless before then you notify us in writing (as defined in this Agreement) that you do not accept the amendment. You must include with the notice all of your ATM Cards and Visa® Check Cards, or otherwise arrange to return them to us. Upon our receipt of such notice from you, we may discontinue all electronic funds transfer services and all other services associated with your account, including sweep arrangements.

This Agreement can only be amended in a writing approved by our Chief Executive Officer or General Counsel. If one of our employees or agents tells you something either orally or in writing that purports to amend or conflicts with any provision of this Agreement, what the employee tells you will not constitute an amendment to this Agreement or a waiver of any of its provisions.

**Headings.** The section and paragraph headings in this Agreement are for convenience only and are not to be used to define or interpret the provisions of this Agreement. Unless the context requires otherwise, words and phrases used in this Agreement should be interpreted to include the singular form in the plural form, and the plural form in the singular form.

#### **Opening and Closing an Account**

**Applications and Enrollments.** All applications to open new accounts and all Enrollments for account-related products and services are subject to our prior approval and acceptance. We will not act on an application or Enrollment until we have received all documents and information that we require. If we approve your application to open an account, we will provide you with appropriate evidence of account ownership including, where applicable, a Signature Card. If we approve your Enrollment for an account-related product or service, we will make the account-related product or service available to you within a reasonable time thereafter. We may decline any application or Enrollment or refuse to accept a deposit or otherwise credit an Item to your account for any lawful reason. We may also terminate or decline to provide check writing, Online Banking, Visa® Debit Card, ATM Card and/or any other privileges with respect to any account for any lawful reason.

**Verification of Your Identity.** The U.S.A. PATRIOT Act and the Bank Secrecy Act are laws that were enacted to help fight money laundering and the funding of terrorism. These laws and the related regulations require us to obtain, verify and record information that identifies each owner and other Authorized Transactor on an account. For individuals, we are required to ask for your name, street address, birth date, Social Security Number and certain other information that will allow us to identify you or verify your identity. The name that you provide us must be your legal name; we do not accept nicknames, aliases, or your initials as your legal name. We must also ask you to show us a driver's license or another government-issued photo ID and at least one other acceptable form of identification.

We may decline to open an account if we are unable to verify your identity to our satisfaction or if you do not provide us with any information that we require. If we permit you to open an account, we may deny you access to the funds in the account until we are able to obtain proper verification of your identity and you provide us with all required information. We may ask you to update your identification information or request information concerning an account or activity in an account. If you fail to provide us with information that we request, we may restrict account access or activity, close the account or impose any applicable fees in accordance with our Customer Fee Schedule.

For accounts owned by legal entities and other businesses, we generally will require each Authorized Transactor to provide us with the same information that we require of an individual who opens a personal account. We must also require a federal Taxpayer Identification Number for the business, evidence that the business was properly organized with State authorities and has filed all documents necessary to conduct business in the State and local jurisdictions where the business is located, and a resolution approving the opening of the account, agreeing to the terms of this Agreement and

identifying the Authorized Transactors for the account. The resolution must be in the form specified on our Signature Card.

**Closing an Account.** We may close your account at any time for any lawful reason without prior notice. You may also close your account at any time for any reason, subject to the terms and conditions of this Agreement and any applicable waiting period, early withdrawal penalty, and if applicable, any early closing fee referenced in our Customer Fee Schedule. If a line of credit is linked to an account, all sweep and draw activity between the account and the line of credit will cease when the account is closed, and any overdraft line of credit associated with the account will automatically terminate. If we close your account, we will deduct from the balance in the account any unpaid fees or service charges that you owe us and all other amounts that we are entitled to deduct from or set off against the account. We will then mail or otherwise provide you with a notice and a check or other form of payment for the remaining balance (if any) in the account. Any checks, ACH debits or other Items that are presented against a closed account will be returned unpaid and you will be charged and be liable for fees for the returned Items in accordance with this Agreement and our Customer Fee Schedule. The closing of an account will not release you from your liability to us for any negative balance in the account or any unpaid fees and service charges that you owe us, whether they arose before or after the account was closed.

All of your unperformed obligations under this Agreement, including your obligation to indemnify and reimburse us in accordance with this Agreement, will survive the closing of an account until the expiration of the applicable statute of limitations for enforcing such obligations.

The Bank has the right to close your account(s) without notice, and thus, terminate your bank relationship, if we find your conduct to be unprofessional, abusive, or threatening to any Bank staff or other Bank customers, or if we believe your account has been used inappropriately and in violation of the terms stated in our Customer Agreement and Disclosure Statement. At the Bank's discretion, a Forced Closure Fee, reference in our Customer Fee Schedule, will be charged to the account. Any remaining balance will be mailed to the address on record.

#### **Signature Cards, Signatures and Authorized Transactors**

**Signature Cards.** The classification of your account as a personal account or a business account and the form of ownership for your account will be reflected on the Signature Card for the account. You are solely responsible for designating the ownership structure for the account, the signatories and other Authorized Transactors for the account and all optional features of the account, and for determining how these designations could affect the legal interests of you and others in the account. You warrant and represent to us that you have provided us with lawful and proper account designations and agree that we will have no legal responsibility to inform you about how these designations could affect your legal interests and the legal interests of others. If you have any questions about the legal effect of any account that you establish, you agree to consult your own attorney and not to seek advice from or rely on our employees to answer questions of a legal nature.

If you do not provide us with the name, street address, date of birth and Social Security Number of any proposed owner of any account, federal law prohibits us from designating that person as an owner of the account, and the account will be deemed to be owned only by the persons for whom you have provided us with such information. In addition, the FDIC's deposit insurance regulations require that joint accounts be evidenced by a Signature Card bearing the signatures of each joint owner, and that a person who has not signed a Signature Card will not be considered a joint owner of the account for FDIC deposit insurance purposes. Thus, your failure to provide us with a Signature Card containing the signatures of all joint owners could reduce the FDIC deposit insurance coverage available for the account.

If you designate someone as an owner or other Authorized Transactor on an account but fail to provide us with a signed Signature Card for that person, we will have no means to determine whether a signature made in that person's name on a check, other Item or document is genuine. You agree that until we receive a Signature Card bearing the signature of a person who is an owner or other Authorized Transactor for an account, we are entitled to conclusively presume that any check, Item, or other Account Transaction that bears or purports to bear the signature of that person is the authorized and genuine signature of that person, even if it was signed or affixed by another person without authorization. We reserve the right, in our sole discretion, to refuse to honor the signature of any person who has been designated as an owner or other Authorized Transactor if that person has not signed a Signature Card, and/or to reclassify the account to remove any such person as an account owner or Authorized Transactor.

**Authorized Signatories.** Each person who signs a Signature Card for an account, or who is designated on the Signature Card as or otherwise becomes an Authorized Transactor for an account or an account-related product or service, is an authorized signatory for the account and the account-related product or service. You authorize us to honor the signatures of and to permit the use of Account Access Information by any Authorized Transactors, without further inquiry, for any Account Transaction that an Authorized Transactor may conduct. We will have no liability to you for refusing to honor your checks or other Items or instructions or orders if we believe that any signature or use of Account Access Information is not genuine.

**Unintelligible Signatures.** Symbols, marks and abbreviated or unintelligible letters or words in a signature are easier for a forger to replicate than a signature that clearly reflects all the letters and words in your name. Your use of symbols, marks and abbreviated or unintelligible letters or words in your signature could constitute negligence on your part and require you to bear some or all of the loss arising from a forged or unauthorized signature or an unauthorized transaction.

**Facsimile Signatures.** You may direct us, through an authorization on your Signature Card or any other form of authorization that we elect to accept, to permit the use of a rubber stamp, mechanical, electronic or other type of facsimile signature device for the signing or endorsing of checks, other Items, orders and instructions. You acknowledge that the use of a facsimile device is solely for your own convenience and benefit. You agree to assume full responsibility for maintaining the security of your facsimile devices and expressly assume all risks of any unauthorized use of your facsimile device by any person. Whether or not you have provided such an authorization, you agree that, if you authorize, use or permit the use of a facsimile signature device in connection with your account, we may honor and charge your account for any check, other Item, order, instruction or other Account Transaction that bears or purports to bear the facsimile signature of you or any other Authorized Transactor if it resembles any facsimile signature that you authorized, used or permitted, or any actual signature or specimen facsimile signature that you have provided us, regardless of by whom or by what means the facsimile signature may have been made or affixed, and even if it was made or affixed by an unauthorized person or with a counterfeit facsimile device.

**Multiple Signatures.** We may honor any check or other Item drawn on your account if it contains the signature of at least one owner or other Authorized Transactor. We are not bound by any designation or instruction that you provide on your Signature Card or otherwise that purports to require the signatures of two or more persons on any check or other Item, or that purports to limit the amount of any check or other Item that any person can sign or the type of Account Transactions that any person can conduct. If you impose such limitations or requirements for an account, you agree that you have imposed them solely for the purposes of your own internal policies and controls; they will not be binding on us and we will have no duty to observe or enforce them. Without limiting the foregoing, we will not be liable for paying any check or other Item that lacks the number of signatures that you required for the check or other Item, or that exceeds any dollar limit that you established for any owner or other Authorized Transactor, or that involves an Account Transaction that you did not authorize an owner or other Authorized Transactor to conduct. If you require greater scrutiny of your checks and other Items, you may request us to make special arrangements to provide customized services for the account by calling our Customer Service Center toll-free at 1-800-894-6900, and if we agree to do so, we will separately memorialize the agreement in writing.

**Powers of Attorney.** If you designate another person to transact business for you through a power of attorney, we will honor it to the extent that we are required to do so by the Illinois Power of Attorney Act, as amended. We do not accept powers of attorney granted under the laws of any other State or powers of attorney granted outside the United States. All actions that we take in connection with a power of attorney that purports on its face to have been granted by you are subject to the provisions of the Illinois Power of Attorney Act, including the legal protections and rights that it affords us. All powers of attorney are subject to the review and approval of our legal counsel and the fees set forth on our Customer Fee Schedule. Legal review is performed for the protection of our interests only, and it may delay our ability to act immediately on a power of attorney. We may refuse to honor a power of attorney if we believe that doing so might or could subject us to any legal, financial or other risk. Alternatively, we may condition our willingness to honor the power of attorney on the agreement of you and/or the person purporting to be your attorney in fact to indemnify us or provide us with an acceptable surety bond.

**Execution of Documents.** A Signature Card, application, Enrollment and any other document, agreement or instrument relating to your account or account-related products, or services may be signed or otherwise executed by you by any means that we use in the ordinary course of business or approve to obtain your signature, consent, approval or agreement. These means may include the manual signing of an agreement or other document, your ratification of an agreement or other document by using an account or account-related product or service, a manual signature that is captured and stored electronically, or an electronic means of acceptance or signature that does not involve a manual signature, including an audio or video recording of a transaction or conversation, providing or entering Account Access Information, clicking an "Accept," "Agree" or similar button in an Online Banking or ATM session, and digital signatures using any technology that we elect to utilize. You further agree that we may use, accept, create and retain digital signatures to the fullest extent authorized or permitted by applicable law, including, as and where applicable, the federal Electronic Signatures in Global and National Commerce Act ("E-Sign"), the Illinois Financial Institutions Electronic Documents and Digital Signature Act (the "Digital Signature Act"), and the Illinois Uniform Preservation of Private Business Records Act (the "Private Business Records Act").

## **Your Account Information**

**Information You Provide Us.** When you open an account, submit an Enrollment or make changes to your personal



information or an account or an account-related product or service, we will enter the information that you provide us into our systems and records and may rely on it until you notify us of a change, and we have had a reasonable time to act on the new information. Each time you apply for, open, or maintain a deposit account, sign a Signature Card, submit an Enrollment for or use any account-related product or service, or conduct any other Account Transaction, you warrant and represent to us that all information that you have provided to us in connection with your accounts and account-related products or services is and will be true and correct in all material respects. You agree to indemnify us for any loss or damage resulting from and any claims arising out of our using, relying, or acting upon information that you provide us.

**Account Records.** You agree that we may create and retain records for your account and account-related products or services in any form, including paper, film, microfiche and any digital or electronic form or medium. We may create, duplicate and retain electronic records to the fullest extent authorized or permitted by applicable law, including, as and where applicable, E-Sign, the Electronic Commerce Security Act, the Digital Signature Act and the Private Business Records Act. Without limiting the foregoing, you agree that we shall have no duty or obligation to retain or preserve any original paper or other physical record concerning your account or account-related product or service, including Signature Cards and Enrollments that you have signed, and that we may destroy an original paper or other physical records concerning your account or account-related product or service as long as we retain a copy, image or electronic record that accurately reflects the information in the original record and it is in a form that allows it to be accurately reproduced for later reference by transmission, printing or otherwise. You agree that such a copy, image or electronic record of an original paper or other physical record shall be the legal equivalent of the original paper or other physical record for all purposes (including as proof that you signed or received an original paper or other physical record), and that the copy, image or electronic record will be admissible into evidence in a judicial, administrative or other legal proceeding subject to the same rules and to the same extent as the original paper or other physical record.

**Protecting Account Information.** We have a variety of policies, procedures, and technologies in place to protect your nonpublic financial information. However, you also need to do your part to protect such information. You agree to exercise reasonable care to protect and maintain the privacy and security of your Account Access Information, and to notify us promptly by calling our Customer Service Center toll-free at 800-894-6900 if any Account Access Information is lost, stolen, accessed, or otherwise obtained by a third party without your authorization. You also agree not to voluntarily provide or disclose any of your Account Access Information to any third party. If a third-party gains access to any of your Account Access Information, there is a substantial risk that the third party could use that information to remove or attempt to remove funds from or otherwise transact business in your account. If you provide a third party with your Account Access Information or a third party obtains it due to your failure to exercise reasonable care to protect and maintain its privacy and security, the third party will be deemed, to the fullest extent permitted or not prohibited by applicable law, including Regulation E, to be your Authorized Transactor for any Account Transaction that the third-party conducts using your Account Access Information. This means that you may be precluded and estopped from claiming or asserting against us, in a legal proceeding or otherwise, that the Account Transaction the third party conducted using your Account Access Information was fraudulent or unauthorized.

**Privacy.** We disclose nonpublic financial information about our customers only as permitted or required by law. Our commitment to the privacy and security of customer information is set forth in the Privacy Principles that our Board of Directors has adopted and is summarized in the Privacy Notices that we provide to our customers. You may obtain a copy of our Privacy Notice at any of our Branches or by visiting our Internet Branch.

**Tax Reporting.** Federal law requires us to report to you and to the Internal Revenue Service (the "IRS") interest payments that we make on your deposit accounts that total \$10 or more in a given year. When you apply to open an account, we are required to obtain - and if you are a U.S. citizen or a resident alien, you are required to provide us - a Taxpayer Identification Number (a "TIN") and information regarding your backup withholding status. This information will be recorded on the Signature Card for your account. You must also certify on the Signature Card that you have provided the correct TIN for the accountholder and the correct backup withholding status. For individual accounts, the TIN is your Social Security Number. For individual accounts with more than one owner, we report payer information for the person listed first on the Signature Card. Resident aliens who do not qualify for Social Security benefits should provide their Individual Taxpayer Identification Number. For other accounts, the TIN is the owner's Employer Identification Number. If you are a nonresident alien individual or entity, you are generally exempt from information reporting and backup withholding, with some exceptions. As an exempt foreign person or entity, you must provide the address of your permanent foreign residence or the entity's principal foreign office on IRS Form W-8.

**Suspicious Activity Reporting.** The U.S.A. PATRIOT Act, the Bank Secrecy Act and related federal laws and regulations obligate us to report suspicious account activities and currency transactions to the U.S. government. To facilitate compliance with these reporting requirements, we must ask you at the time of your application or Enrollment about the nature of your

business and the types, amounts and frequency of transactions that we should expect in your account. It may also become necessary for us to contact you after you open your account to discuss specific transactions. If the activity in your account is inconsistent with information you have provided us or is otherwise suspicious, we may close the account or impose temporary or permanent restrictions on account access and activity.

**Currency Transaction Reporting.** The U.S.A. PATRIOT Act, the Bank Secrecy Act and related federal laws and regulations also require us to obtain from you a Currency Transaction Report for transactions that you conduct in currency, such as cash deposits or withdrawals, involving more than \$10,000. It is a violation of federal law for you to structure the amounts, timing or locations of your deposits or withdrawals of currency in an effort to avoid your obligation to provide us with a Currency Transaction Report. You should never attempt to structure currency transactions in an effort to avoid these reporting requirements. If we suspect that you are engaging in structuring, we are obligated to file a suspicious activity report with the U.S. government.

**Unlawful Internet Gambling.** The Unlawful Internet Gambling Act of 2006 and Federal Reserve Board Regulation GG prohibit the acceptance or processing of any transaction or transmittal involving any credit, funds, instrument, or proceeds that any person engaged in the business of betting or wagering knowingly accepts, in connection with the participation of another person in unlawful Internet gambling. The term "unlawful Internet gambling" means to place, receive, or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable federal or state law in the state or tribal lands in which the bet or wager is initiated, received, or otherwise made. You agree that you will not use any account that you open or maintain with us to accept or process any funds or deposits or engage in any other transactions in violation of the Unlawful Internet Gambling Act of 2006 and Regulation GG by any method or means, including, without limitation, through your acceptance or receipt of an electronic funds transfer, funds received from a money transmitting business, a check or other Item, a debit, credit or gift card transaction, or any type of credit transaction.

**Consumer Credit Reports.** All account owners and other Authorized Transactors agree that we may obtain a consumer report from account information services and consumer reporting agencies to verify their identity, evaluate the risk that the account presents and for any other lawful purpose. All persons who are or are proposed to be Authorized Transactors for an account or an account-related product or service agree that we may share information contained in these reports with the owners of the account. If we close or decline to open an account or decline to permit a person to be added to or remain as an owner or other Authorized Transactor based on information contained in a consumer report, we will give the person who is the subject of the consumer report such notice as is required by applicable law. We may report information about you and your Account Transactions to account information services and credit reporting agencies. Late payments, missed payments, unpaid overdrafts or other defaults or other adverse account history may be reflected on your credit reports. If you believe that our records concerning any of your loan or deposit accounts are inaccurate or incomplete, please Notify Us in Writing (as defined in this Agreement) or through any other method permissible under applicable laws and regulations, and we will conduct any required investigation and take any required remedial action.

**Recording of Communications and Account Transactions.** You agree that we may record and retain recordings of all telephone calls and data transmissions between you and our employees and agents concerning any Account Transactions, including changes to your account or account-related products or services, and any other matter relating to this Agreement or any other dealings that you have with us. This provision constitutes your and our consent to such recordings for the purposes of 720 ILCS 5/14-1, 5/14-2 and 5/14-3 and all other laws applicable to the recording and retention of telephone calls and data transmissions. You also agree that we may also make and use in any manner that we deem appropriate audio and video recordings of your physical presence and all activities that you conduct or attempt to conduct at or in the vicinity of our Branches and ATMs, and that we may retain and use any documents or electronic communications that you send us.

#### **Confirmations, Account Statements and Your Duty to Examine and Notify**

**Confirmations.** From time to time, we may, but are not obligated to, send or make available to you Confirmations containing information or Account Transactions that we have recorded on our systems and records concerning your account or account-related products or services, including your initial account opening information and subsequent changes to your account ownership, Authorized Transactors, mailing address or other account information. Confirmations may be in documentary or electronic form and may include alerts that we send to your designated e-mail address or mobile device. You agree that you will exercise reasonable care and promptness in examining each Confirmation that we send or otherwise make available to you to determine whether the information reflected in the Confirmation is correct and whether you authorized the Account Transactions that are reflected in the Confirmation. You further agree to Notify Us in Writing (as defined in this Agreement) no later than 30 days after we send or make the Confirmation available to you if it contains any inaccurate information or reflects any changes or Account Transactions that you did not authorize.

If you do not discover any inaccurate information or an unauthorized change or Account Transaction that is reflected in a Confirmation and Notify Us in Writing (as defined in this Agreement) within 30 days after we send or make the Confirmation available to you, we will be entitled to conclusively presume that all information, changes and Account Transactions reflected in the Confirmation are accurate and authorized, and will have no liability to you for them. In addition, if you fail to discover and Notify Us in Writing (as defined in this Agreement) of the inaccurate information or unauthorized change or Account Transaction within the foregoing 30-day period, you will be precluded and estopped from asserting against us, in a legal proceeding or otherwise, that any information, change or Account Transaction reflected in a Confirmation is inaccurate or unauthorized, and will be barred from initiating or maintaining legal proceedings against that arises out of or relates to the inaccurate information or unauthorized change or Account Transaction.

**Account Statements.** Except for passbook accounts and Certificate of Deposit accounts, we will periodically send you or otherwise make available to you, by mail, through Online Banking or any other method that you authorize or applicable law permits, a statement of account that contains a list of the Account Transactions in your account for the period covered by the statement. The manner and frequency with which we will send or make an account statement available to you will vary with the type of account you have. If we accept your Enrollment for Online Banking, you will be able to access your account statements through the Internet, and an account statement will be deemed to have been made available to you for the purposes of the UCC and this Agreement when you can access it through Online Banking, regardless of whether we send you an account statement in paper or electronic form. If we agree to hold an account statement at one of our Branches at your request, the account statement will be deemed to have been made available to you when it is available for pickup.

The account statement for your checking or money market account will include the number, amount and date of each check or other Item drawn on the account during the applicable period. Although not required by Check 21, the UCC and other applicable laws, the statement for your checking or money market account may also be accompanied by images of the fronts (but not the backs) of your cancelled checks or other Items for the applicable statement period. If you wish to view the back of a check or other Item for any reason, including the verification of an endorsement, you may request us to provide you with a complete copy of the check or other Item by calling our Customer Service Center toll-free at 800-894-6900. We will provide you with the original Item, or if the original Item has been destroyed or is otherwise not available, a legible copy of the Item, in each case subject to any applicable fees and charges. You may also view the fronts and backs of check images through Online Banking. You agree that we may destroy any original checks and other Items as soon as Check 21 and other applicable laws and regulations permit. We will maintain the capacity to provide you with copies of the image of a check for a period of 7 years after our receipt of the check.

**Your Duty to Examine and Notify.** You agree that you will exercise reasonable promptness in examining each account statement and any check images that we send or make available to you for an account to determine whether any payment was not authorized because of a forgery, alteration, or unauthorized signature. If you discover or reasonably should have discovered an unauthorized payment, you agree that you will promptly Notify Us in Writing (as defined in this Agreement) of all relevant facts concerning forgery, alteration, or unauthorized signature, including number, amount and date of each check or other Item that you believe was forged, altered or unauthorized.

You further agree that, in addition to the above duties and without regard to your or our exercise or lack of due care, we will not be liable to you, and you will be precluded and estopped from asserting against us, in a legal proceeding or otherwise, and will be forever barred from initiating or maintaining a legal proceeding against us:

- for paying a check or other Item with an alteration or a forged or unauthorized signature if you do not discover the alteration or forged or unauthorized signature and Notify Us in Writing (as defined in this Agreement) of the alteration or forged or unauthorized signature and all other relevant facts, including the number, amount and date of each check or other Item that you believe was forged, altered or unauthorized, within 30 days after we send or make available to you an account statement describing the check or other Item by number, amount and date of payment;
- for paying a check or other Item with an alteration or a forged or unauthorized signature by the same wrongdoer if we paid the check or other Item before you Notified Us in Writing of the forgery or unauthorized signature or alteration and all other relevant facts, including the number, amount and date of each check or other Item that you believe was forged, altered or unauthorized, and you had a reasonable time, not exceeding 30 days, in which to examine the account statement on which the first forged, altered or unauthorized check or other Item was listed and to notify us of the forged, altered or unauthorized checks or other Items and all relevant facts;
- for paying any check or other Item with an unauthorized, improper or missing endorsement if you do not discover the unauthorized, improper or missing endorsement and Notify Us in Writing (as defined in this Agreement) of the unauthorized, improper or missing endorsement and all relevant facts within 6 months after we send or make available

to you an account statement containing or reflecting the unauthorized, improper or missing endorsement;

- for any other unauthorized or erroneous debit or any other error concerning your account, including errors relating to Account Transactions, fees or balances, if you do not discover the other unauthorized debit or error and Notify Us in Writing (as defined in this Agreement) of the unauthorized debit or error and all relevant facts within 30 days (or such longer period as may be required by Regulation E or any other applicable law or regulation) after we send or make available to you an account statement containing or reflecting the other unauthorized debit or error;
- in addition to and without limiting the above, for any claim based on or arising out of an alteration, forgery, unauthorized signature, unauthorized or erroneous payment from or debit to your account if you fail to commence a legal proceeding or action against us in a court of competent jurisdiction within 1 year after the date on which we send or make available to you an account statement describing the check or other Item containing the alteration, forgery, unauthorized signature or unauthorized or erroneous payment or debit; and
- in addition to and without limiting the above, and without regard to any timely notice that you may have provided us, for paying a check or other Item with an alteration or a forged or unauthorized signature if you were negligent in some manner and the check or other Item was so altered, forged or drawn in such a manner that the alteration, forgery or lack of authorization could not be detected by a reasonable person.

You agree to cooperate with us in our investigation of any alleged alteration, forgery, unauthorized signature, unauthorized or erroneous payment from or debit to your account, and to provide us with such documents, police reports, affidavits, interviews, and testimony as we may request from you.

An account statement will be deemed to have been sent to or made available to each owner and other Authorized Transactor for an account when it is mailed, delivered, or otherwise transmitted or furnished in documentary or electronic form to any owner or other Authorized Transactor for the account. An account statement will also be deemed to have been made available to each owner and Authorized Transactor for an account when it is accessible to any owner or Authorized Transactor for the account through Online Banking, or in any other circumstance in which applicable law deems it to have been made available.

#### **Notices and Other Communications**

**Your Mailing Address and Other Contact Information.** The street address that you provide to us when you open an account or enroll for an account-related product or service will be the mailing address for any account statements and other notices and communications that we send to you by the U.S. Postal Service or private courier. If you provide us with a facsimile number, telephone number, mobile device number or e-mail address in connection with your account or account-related product or service, it will be the facsimile, telephone or mobile device number or e-mail address that we will use to contact you by facsimile, telephone, mobile device or electronic means. We are entitled to conclusively rely on any mailing address, facsimile, telephone or mobile device number and e-mail address that you provide us, regardless of whether it is incorrect or subsequently changed. This means that, if we send an account statement, notice or other communication to the mailing address, facsimile, telephone or mobile device number or e-mail address reflected on our records, you will be deemed to have received it at the time it is mailed, sent, or transmitted. If you want us to change the mailing address, facsimile, telephone or mobile device number or e-mail address that is reflected on our records for you or your account, you must Notify Us in Writing (as defined in this Agreement) of the change and provide us with a reasonable time to verify your identity and change our records to reflect the new information.

**Notices and Other Communications from Us.** Any notice that we are permitted or required to give to you, including a notice of an amendment to this Agreement, will be deemed given when we send or make the notice available to you in any manner permitted by law or this Agreement, including, where applicable, by mail, facsimile, telephone or mobile device, another electronic means or the posting of the notice in our Branch lobbies or on our Internet Branch.

If we provide you with a notice or other communication by mail or private delivery service, it will be deemed given when it is deposited in the U.S. Mail or with the private delivery service, as applicable, with postage or delivery charge prepaid, and addressed to you at the most recent mailing address reflected on our records for you and your accounts. If we provide you with verbal notice, it will be deemed given at the time it is communicated to you. If we provide you with a notice or other communication by facsimile or electronic means, it will be deemed given at the time we transmit it to the facsimile or device number, or e-mail address reflected on our records. If we provide you with notice by posting the notice in our Branch lobbies or on our Internet Branch, it will be deemed given at the time of posting.

Any mail that we send you will be mailed via the U.S. Postal Service and any information that we send you by private delivery service will be mailed or sent to the most recent mailing address reflected on our records for you or your account. We are not liable for any losses caused by lost or undelivered mail. If you provide us with more than one mailing address for you

or your account, or with separate mailing addresses for each owner or other Authorized Transactor for an account, we may mail account statements, notices, and other communications to any one of these addresses and shall have no obligation to mail them to more than one address or to more than one owner or other Authorized Transactor. In such a case, the single mailing will be deemed to have been mailed to you and each other owner and Authorized Transactor on the account and will be effective and binding on you and each of them.

If you have more than one account and the mailing address reflected on our records is the same for each account, you agree that, for notices and other communications that we elect to send by mail, we may send the notice or communication to that mailing address for all of your accounts and the single notice or other communication that we send you will constitute notice to you for and with respect to all of your accounts.

We will not forward any mail that the U.S. Postal Service returns as undeliverable or send mail to any other address unless you change your mailing address in accordance with our procedures. If the U.S. Postal Service returns your mail as undeliverable, we may classify your account as inactive, stop sending you account statements, notices, and communications, stop paying interest on the account to the extent permitted by applicable law, and impose fees in accordance with our Customer Fee Schedule. If an account statement, notice or other communication that we mail to you is returned to us as undeliverable, or if we stop sending them to you because any previous mailings to you were returned as undeliverable, the account statement, notice or other communication will continue to be available to you through our Customer Service Center, and in many cases through our Internet Branch, and thus will be effective and binding on you.

**Giving Us Notice.** If you are required under this Agreement or any applicable law or regulation to give us notice, and a specific type, manner or method of a notice is prescribed or otherwise required by this Agreement or the applicable law or regulation, you must strictly comply with the requirements in order for your notice to be effective.

All notices that you are required to give to us in writing, or for which you must Notify Us in Writing (as defined in this Agreement), must be given to us in the following manner and by the following method in order to be effective as written notice: you may mail or personally deliver (during our regular business hours) a written notice to our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462, or you may send the notice to us electronically through SecureForms or SecureMail. A notice that you give to us in any other manner or by any other method, including a notice that you give to us verbally, by e-mail or facsimile or by mailing or delivering the notice to any other address, will not constitute notice to us in writing or effective written notice.

If you deposit an envelope or package containing a written notice to us into a mailbox, the U.S. Mail or a private delivery service, the notice will not constitute notice to us in writing or effective written notice until the U.S. Postal Service or the private delivery service actually delivers the envelope or package containing the notice to our Customer Service Center at 48 Orland Square Drive, Orland Park, IL 60462.

All verbal notices that you are required to give us under this Agreement, or any applicable law or regulation must be given to us by calling our Customer Service Center toll-free at 800-894-6900 in order to be an effective verbal notice.

If you are permitted but are not required to give us a notice, or if a notice is required but the type, manner or method of notice is not specified in this Agreement or the law or regulation pursuant to which the notice is given, you must give us the notice using the specific manner and methods specified herein for giving us verbal or written notice. A notice that you give to us in any other manner or by any other method will not constitute notice to us or effective notice.

**Instructions.** If you instruct us orally, in writing, electronically or in any other manner to do or not to do something relating to your account or account-related product or service, we reserve the right to decline to follow your instructions for any lawful reason, including the failure of the method or form of notice to comply with this Agreement or applicable law, and to condition our willingness to comply with your instructions upon your providing us with an indemnity, surety bond or other satisfactory means of protecting us against any risks or uncertainties that we believe your instructions may present.

**Telephonic Requests.** You may make certain requests by calling our Customer Service Center toll-free at 800- 894-6900. We use various security techniques to verify the identity of persons making telephone requests. We reserve the right to decline to act on any telephone request or order for any reason, including if we are unable to verify your identity to our satisfaction. If we act on a telephone request or order made by the owner or other Authorized Transactor on an account, we may treat the request or order as if it were made to us in a written instruction signed by the owner or other Authorized Transactor, and you agree to indemnify us for any loss or damage resulting from and any claims arising out of our using, relying, or acting upon the request or order.

**Online Banking Requests.** You may make a request to us through Online Banking by logging into Online Banking with your Account Access Information and clicking on the "Customer Requests" tab. You should then follow the instructions for

making the request through SecureForms.

**Secure Messaging.** SecureMail is offered through Online Banking and our Internet Branch. SecureMail enables you to send secure electronic messages to and receive secure electronic messages from us via the Internet by encrypting the message to protect the privacy and security of the message. All that you need to use SecureMail is an Internet connection, a web browser that supports 128-bit SSL encryption, and a SecureMail account. You may open a SecureMail account whether or not you are enrolled in Online Banking.

You may access SecureMail through Online Banking or our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com), by clicking on the SecureMail tab. The first time you use SecureMail, you will be prompted to create a SecureMail account by providing your account number(s), e-mail address and the password and User ID that you would like to use for your SecureMail account. We will send a confirmation message to the e-mail address that you entered. You can then complete the account setup process by clicking the link in the confirmation e-mail. After taking these steps, you can begin using your SecureMail account.

You will use the User ID and password you created during the setup process each time you log into SecureMail. To communicate with us through SecureMail, simply log into your SecureMail account, click on the "Compose" tab to create the message, and after you create the message, click on the "Send" tab to transmit the message to us in encrypted electronic form.

By communicating with us through SecureMail, you agree that we may reply to your communication through SecureMail. When we send you a reply, it will be transmitted to a secure data center where it will be held for you to retrieve, and a notification message will be sent to the e-mail account that you provided when you created your SecureMail account. The notification message will inform you that our SecureMail reply is available for you to retrieve and will provide you with a link to a secure Internet site. You will be able to retrieve our SecureMail reply by clicking on this link, and logging into the secure Internet site by providing your SecureMail User ID and password.

You may also authorize us to send you your account statements and legally required disclosures concerning your accounts and account-related products and services electronically through SecureMail. You may activate this feature by clicking on the "Electronic Delivery Consent" tab on the SecureMail or the SecureForms page of Online Banking or our Internet Branch.

**Non-Secure Messaging.** Unless security features such as those used in Online Banking, SecureForms and SecureMail are applied to the transmission and the contents of the message, the Internet is a non-secure communications channel. Messages sent to a computer, cell phone, PDA or other device via the Internet without appropriate security procedures, such as messages sent by standard Internet e-mail, chat, blogging or text message, are transmitted in plain text across many open electronic networks before reaching their final destination. As a result, there is a substantial risk that someone will intercept the message during the transmission process, obtain the information that it contains and use it to your detriment. Because confidentiality and security cannot be assured, you should never use the Internet to transmit sensitive or confidential information such as social security numbers, account numbers, financial statements and Account Access Information, to us, including as a response to any e-mail that purports to be from us. For security reasons, we will not honor an e-mail request, authorization or notice unless it is sent to us through the SecureForms feature of Online Banking or SecureMail.

If you request us to send you information via a non-secure method (i.e. other than through Online Banking, SecureForms or SecureMail) and we elect to do so, you consent to our compliance with your request and agree that, if we comply with your request, you assume and are solely responsible for all risks associated with the transmission of information via the Internet and all losses and damages that may result therefrom, including the risk that the information will be intercepted, disclosed to and used to your detriment by a third party, or that the transmission will be delayed or not received by you. Without limiting the foregoing, you agree that if we comply with your request to send you information by any non-secure method, we will have no liability of any kind or nature to you for any losses or damages that you sustain or security breaches that occur, including identity theft, as a result of our compliance with your request, and you agree to indemnify and hold us harmless for any claims that you or anyone else asserts against us seeking to hold us liable for such losses and damages.

**Facsimile Communications.** For security reasons, we generally will not honor requests, authorizations or notices transmitted to us by facsimile. In unusual cases, we may accept an authorization for a single transaction by facsimile if prior arrangements were made and we are able to verify your identity. We may disregard or decline to accept facsimile requests, authorizations, or notices at any time. The fact that in the past we may have accepted such requests, authorizations or notices does not establish a course of dealing between us and imposes no obligation on us to accept future requests, authorizations, or notices from you by e-mail or facsimile.

## Account Types and Ownership Rules

**Account Types.** We offer a variety of savings, checking, money market, retirement, and certificate of deposit accounts. We provide brochures, Online Banking notifications or other forms of notification describing the specific account types within these general categories and their unique features, conditions, and rules. We reserve the right to change the features, terms, conditions, and rules for any account type, to discontinue any account type and to institute new account types at any time in our sole discretion, and if we do so, we will notify you if and as required by applicable law.

**Account Beneficiaries.** Certain types of accounts permit you to designate one or more beneficiaries who will become the owners of the account by operation of law upon your death. If you wish to designate an account beneficiary, you will need to visit a Branch and provide us with information that will enable us to locate and verify the identity of the beneficiary in the event of your death, including the beneficiary's full legal name, address, date of birth, social security number, and/or other identifying information that we consider acceptable.

**Account Ownership.** When you open an account, you may choose one of several forms of ownership by making a designation on the Signature Card applicable to the account. We may rely conclusively on your designated form of ownership and the terms of this Agreement in processing or permitting Account Transactions. We are not required to inquire into the source, ownership, or pro rata interest of any funds we receive for deposit into an account or the application of any payments, checks or other Items. All payments that we make at the request of an owner or other Authorized Transactor for your account will constitute your complete release and discharge of us from all claims regarding the amounts paid.

**Beneficial Ownership.** Under Federal Law, BankFinancial is required to obtain information on the beneficial owners of a legal entity with an equity stake of 25 percent or more that opens a new account, meaning for each new formal banking relationship established, even if the legal entity is an existing customer. The information that we are required to obtain includes the beneficial owner's full name, title, address, date of birth, social security number and ownership percentage.

## Products and Service Renewals

For financial services or products established before May 11, 2018, we must obtain certified beneficial ownership information of the legal entity customers of such products and services at the time of the first renewal following that date. At the time of each subsequent renewal, to the extent that the legal entity customer and the financial service or product remains the same, the customer certifies or confirms that the beneficial ownership information previously obtained is accurate and up to date. For a loan renewal or CD rollover, you agree to notify us of any change in such information, so long as the loan or CD is outstanding.

**Transfer of Ownership.** Deposit accounts are not transferable or assignable except on our books and records and with our prior written approval. You may not grant a security interest in an account as collateral for a loan or other obligation that you owe to someone other than us without our prior written approval, and we have no obligation to honor your request. All transfers, assignments and security interests granted or purportedly granted by you in an account to third parties will be subject, subordinate, and junior to our right of setoff and the security interest that this Agreement grants to us in all of the accounts that you now or hereafter maintain with us.

**Individual Accounts.** An individual account is an account that is owned by one natural person. Any account that is opened by one natural person will be considered an individual account owned by that person in an individual capacity unless we agree to accept a Signature Card specifying a different form of ownership.

**Joint Accounts.** A joint account is an account that is owned by two or more persons. Any account that is opened by two or more persons will be considered a joint account unless we accept a Signature Card specifying a different form of ownership. The Signature Card will designate whether the joint account has rights of survivorship. If the Signature Card for a joint account does not specify whether there are rights of survivorship, we will consider the account to be a joint account with survivorship.

The accountholders for a joint account with survivorship will be considered joint tenants with a right of survivorship and not tenants in common. Upon the death of a joint owner, the surviving joint owner has the right to all funds in the joint account, subject to our right of setoff and security interest in the account. If more than one joint owner survives, they will own the account as joint tenants with a right of survivorship and not as tenants in common.

We no longer offer joint accounts without survivorship. The accountholders for a previously opened joint account without survivorship will be considered tenants in common with no right of survivorship. Upon the death of an owner of a joint account without survivorship, no surviving owner(s) automatically has a right to all the funds in the account. We will be entitled to presume conclusively that each tenant in common contributed an equal percentage of the funds in the account until a surviving owner Notifies Us in Writing (as defined in this Agreement) that this is not the case.

Each joint owner of an account designates each other joint owner as an Authorized Transactor for the account. Each joint owner is authorized to conduct any Account Transactions, including the withdrawal of all funds in the account, the issuance of checks, other Items and stop payment orders or other orders or instructions, and the execution of documents and agreements concerning the account without notice to or the approval or consent of any other joint owner. We have no obligation to notify any joint owner of any transactions conducted in the account by any other joint owner. Each joint owner guarantees the signatures of the other joint owners on all checks, deposits and withdrawals involving the joint account, and all other transactions and other matters relating to the joint account.

Each joint owner of an account agrees to be jointly and severally liable for any overdraft or negative balance in a joint account, and for any fee, charge or liability incurred in connection with the joint account, regardless of which joint owner actually conducted the transaction resulting in the overdraft, fee, charge or liability. Each joint owner further agrees that we may use or setoff funds in his or her individual accounts to satisfy obligations arising out of the joint account and authorizes us to exercise our setoff rights against and enforce our security interest in the entire joint account to collect amounts owed to us by any joint owner, even if only one of the joint owners is the debtor or obligor. These rights exist regardless of who contributed funds to the joint account. Any notice or document that we provide to any one joint owner will constitute notice and delivery to all joint owners.

**Convenience Accounts.** The Illinois Banking Convenience Account for Depositors Act (“the Convenience Account Act”) permits a primary accountholder to designate a second person as a convenience depositor. A convenience account does not establish a joint account relationship or any right of survivorship or ownership in the convenience depositor. Any convenience account we permit you to open or maintain will be governed by the Convenience Account Act. An account will be considered a convenience account only if the Signature Card for the account specifies that the account is a convenience account and designates a convenience depositor.

The primary accountholder and the convenience depositor for a convenience account may each make deposits to and withdrawals from the account. The authority of a convenience depositor to conduct transaction in a convenience account will cease upon our receipt of a written notice signed by the primary accountholder instructing us not to pay or deliver any funds on deposit in the account to the convenience depositor, or a written notice of the death of the primary accountholder. Upon the death of the primary accountholder, we may, in the absence of an injunction or court order prohibiting us from doing so, pay or deliver the funds held in the convenience account directly to the designated executor, administrator or estate representative for the primary accountholder.

We shall be released and discharged for all payments that we make and withdrawals or transfers that we permit from a convenience account to a primary accountholder, a convenience depositor and the designated executor, administrator, or estate representative of the primary accountholder to the fullest extent authorized or provided in the Convenience Account Act.

**Business Accounts.** Business accounts are accounts that are established by any for-profit corporation, general partnership, limited partnership, limited liability company, association, any other legal entity operated on a for-profit basis, any not-for-profit corporation or association, any governmental entity or unit, or any individual or sole proprietor who intends to use or actually uses the account for carrying on a trade or business.

The classification, form of ownership and signature authority for a business account are as designated on the Signature Card and the resolution included on the Signature Card or that we otherwise accept for the account. If there is a conflict between the Signature Card and one or more account resolutions that we have accepted, the most recent account resolution that we accepted will be controlling. If the use of an assumed name or trade name is permissible for a business account, the Signature Card and all resolutions must still contain the proper legal name of the owner of the account.

The owner of a business account and its representatives, including its officers, managers, directors and Authorized Transactors, undertake to promptly Notify Us in Writing (as defined in this Agreement) of any change in the Authorized Transactors for the account. Unless and until we receive such written notice, we are entitled to rely, without further inquiry or diligence, on the Signature Card and other authorizations that we have accepted and are authorized to follow the directions of each person designated as an Authorized Transactor as having full authority to act on behalf of the owner of the account. We may refuse to recognize any documentation for a business account that we believe may be incomplete or improperly executed.

Each person who signs the Signature Card or who is designated on the Signature Card as an Authorized Transactor for a business account personally represents to us that the business has been duly authorized to open the account and agrees to the terms of this Agreement, and that each person whose name appears on the Signature Card and is designated as or otherwise becomes an Authorized Transactor has been duly authorized by the business to open the account and bind the business in all transactions involving the account. If the business is a partnership, each person who signs the



Signature Card makes the same representations concerning the partnership, and also represents that the partners agree that any one partner whose name is written or typed on the Signature Card and any required resolution has complete authority to bind the partnership and all other partners in all transactions involving the account. Each partner also agrees that we may use the money in the partnership account to satisfy the obligations of any individual partner to the full extent of the individual partner's interest in the partnership, and to use money on deposit in the accounts of the individual partners to satisfy obligations arising out of the partnership.

**Agency and Fiduciary Accounts.** An agency or fiduciary account is an account that is established by one or more individuals acting as an agent, guardian, personal representative, trustee, custodian or authorized signer for some other person or entity, or in some other agency or fiduciary capacity. We may require you to provide us with certified copies of any applicable agency agreement, trust agreement, court order or other document pursuant to which the account has been authorized. We generally will not accept a court order as evidence of the authority of an agent or fiduciary unless an Illinois state court or a federal court located in Illinois issued the order. The capacity in which the individual is acting must be designated on the Signature Card, and if no such designation is made, we are entitled to assume that the person whose name appears on the Signature Card owns the account in an individual capacity. You authorize us to rely on and follow the directions of the agent or fiduciary regarding the account until you or an Authorized Transactor Notifies Us in Writing (as defined in this Agreement) that the agency or fiduciary relationship has been terminated and we have had a reasonable time to act upon the notice. You are responsible for the acts and omissions of your agents and fiduciaries, even if they are unauthorized or unlawful. We undertake no obligation to monitor transactions in an agency or fiduciary account to determine whether they are authorized or within the scope of the authority of the agent or fiduciary, and we will not be liable for the misapplication of funds from the account by an agent or fiduciary. We have no obligation to verify or inquire into the compliance by a trustee or other fiduciary with the requirements or limitations of the applicable trust or governing instrument, including any multiple signature requirements. All transactions in an agency or fiduciary account are subject to the Illinois Fiduciary Obligations Act, as amended.

**Representative Payee Accounts.** A representative payee account is an account that is established by someone who has been appointed by an agency of the federal government as the representative payee of a designated individual to handle certain federal benefit payments made to the individual. These federal benefit payments may include Social Security survivors or disability benefits. We reserve the right to confirm the authority of the representative payee at any time through any means that we deem appropriate and may decline to act on the directions of the representative payee until we are satisfied that proper authority exists. If you are a representative payee on an account, you agree that you will promptly Notify Us in Writing (as defined in this Agreement) if the represented person dies or your authority to act as a representative payee is otherwise revoked or terminated, and to indemnify us for any loss or damage resulting from and any claims arising out of your failure to provide us with prompt notice of such an event.

**Uniform Transfers to Minors Act Accounts.** You may establish an account for a minor under the Illinois Uniform Transfers to Minors Act ("UTMA") if the Signature Card designates you as the custodian for the minor under the UTMA. Funds in a UTMA account are considered property that you have transferred to the minor, and the account will be maintained under the minor's TIN for tax reporting purposes. The minor is entitled to the money in the account upon reaching the age of 21. If you are a UTMA custodian on an account, you agree that you will promptly Notify Us in Writing (as defined in this Agreement) as soon as the minor reaches the age of 21 or if the minor dies before reaching the age of 21. Before we receive such notice, we may honor any checks or drafts drawn on the account and permit withdrawals from the account by the custodian without incurring any liability to the minor, the minor's estate or to any third party. Upon the occurrence of any of these events, your authority as custodian will continue only to the extent allowed by law.

**Accounts Established by Minors.** Illinois law permits a person under the age of 18 to open, maintain and conduct transactions in a deposit account to the same extent as an adult. We may, in our sole discretion, permit a minor to open an account in his or her name, including any student checking accounts that we may offer, but we generally will not do so unless the account is a joint account, and the other joint owner is an adult. In all cases, we may consider and treat any minor who is named as an owner or other Authorized Transactor on an account as if he or she has reached the age of majority. If a minor is a joint tenant on one of your accounts, you should keep in mind that Illinois law permits a minor who is a joint tenant to withdraw any or all funds in the joint account without your knowledge, consent, or signature, including withdrawals made in person or by check, Debit Card or ATM Card. If you find this unacceptable, you should not open a joint account with the minor and should consider opening a UTMA account.

**Totten Trusts.** Statutory trust accounts and payable on death accounts, sometimes known as "Totten Trusts," are accounts that use a statutory procedure to transfer automatically, upon your death, the funds on deposit in your account to the persons who are designated in our records as the beneficiaries of the account. If an account is a Statutory Trust or a Payable on Death account, the funds in the account will not vest in the designated beneficiaries until the death of all

accountholders. This means that, during your lifetime, you may make deposits to and withdraw funds from the account and change the account beneficiaries by completing the required forms or electronic processes. If the records for the account designate more than one beneficiary, the designated beneficiaries will hold the account in equal shares as tenants in common upon your death, and not as joint tenants. If no beneficiaries are living at the time of your death, the funds in the account will be paid to your estate. The Illinois Trust and Payable on Death Accounts Act, as amended from time to time, will control the rights of an accountholder to change beneficiaries and to make deposits to or withdraw funds from the account, and the rights of the surviving beneficiaries upon the death of all accountholders.

**Express Trust Accounts.** An express trust account is an account that is established by one or more persons or entities who have agreed to serve as the trustee for one or more beneficiaries of a trust. The rights and obligations of the trustees and beneficiaries of a trust account are ordinarily set forth in the applicable trust agreement. You will need to provide us with the entire trust agreement or other acceptable evidence of authority in order to open a trust account. The trustee for a trust account is obligated to provide us a current copy of the trust agreement and notify us of any changes that are thereafter made to the trust agreement. We may refuse to conduct or permit any transactions in a trust account unless we have been provided with a true, complete and current copy of the trust agreement. Each time that a transaction is conducted in a trust account, the trustee personally warrants and represents to us that the trust agreement and any amendments that have been provided to us are true, complete and current, and that the transaction is authorized by the trust agreement. The Illinois Trust and Payable on Death Accounts Act, as amended from time to time, will be controlling to the extent that the trust agreement does not cover the legal relationship between multiple trustees with respect to the account, the rights of a trustee to change beneficiaries and to make deposits to or withdraw funds from the account, and the rights of the surviving beneficiaries upon the death of all trustees.

**Estate Accounts.** An estate account is an account established by the executor or administrator of the estate of a decedent. To establish an estate account, you must provide us with certified letters of office issued by a probate court of competent jurisdiction, appropriate identification, and such other documents as we believe are necessary or appropriate under the circumstances. We generally will not accept a court order as evidence of authority unless an Illinois court issued it. We may rely upon letters of office and the apparent authority of the executor or administrator presenting letters of office until such time as we are provided with a notice or order from the court stating that the authority of the executor or administrator has been terminated through resignation, removal or otherwise.

**Retirement Accounts.** We offer several different types of retirement accounts for use in personal retirement planning and business retirement benefits purposes. Please consult our Internet Branch and account brochures for more information about retirement accounts. All retirement accounts are subject to the governing documents executed in connection with the retirement plan and the account.

**Other Types of Account Ownership.** We may in our discretion permit deposit accounts with other types of ownership, but will have no obligation to do so.

**FDIC Deposit Insurance.** Your deposits are insured by the FDIC subject to the FDIC's deposit insurance coverage limits and rules. The basic FDIC deposit insurance coverage limit is currently \$250,000 per depositor, but this limit is subject to change and expiration. The FDIC also from time to time establishes other programs that provide enhanced deposit insurance coverage for certain types of accounts. You may obtain information concerning the FDIC's current deposit insurance coverages, limits, rules and the applicable expiration dates for them on the FDIC's website, [www.fdic.gov](http://www.fdic.gov). The FDIC's deposit insurance rules provide a variety of ways to arrange the ownership of your accounts and your account types to maximize your FDIC deposit insurance coverage beyond the basic limits. We will be pleased to assist you in establishing different ownership categories for your accounts to maximize your FDIC deposit insurance coverage, but you are solely responsible for designating the ownership structures of your accounts and the legal consequences of those designations. You agree to consult the FDIC or your own professional advisors to answer questions concerning your accounts that are of a legal or regulatory nature, and not to rely on any information that may be provided by our employees with respect to such matters.

#### **Special Rules and Disclosures for Interest-Bearing Accounts**

**Interest Rates.** If your account is an interest-bearing account, the rate of interest that the funds on deposit in the account will earn will be the rate or rates of interest that we from time to time determine are applicable to the specific type of account that you have. Subject to the normal lag times involved in recording and publishing interest rate changes, you can obtain the current rate or rates of interest being paid on each type of account that we offer by visiting any of our Branches, visiting our Internet Branch at [www.bankfinancial.com](http://www.bankfinancial.com), or calling our Customer Service Center toll-free at 800-894-6900.

The daily interest rate earned on accounts is 1/365 of the annual interest rate, except that funds on deposit on February 29 during a leap year will earn interest for that day. We will credit all interest earned directly to your account unless we

agree to other arrangements in writing, or this Agreement provides for a different method of payment.

The interest rate that we pay on all interest-bearing accounts other than fixed-rate certificate of deposit accounts (“CDs”) is variable and the interest rate on a variable rate CD will never be higher than 18%. The interest rate that we pay on fixed-rate CDs is subject to change on the maturity date.

We reserve the right to pay different rates of interest for different available balances in any type of account, and to adjust our interest rates in individual cases at our discretion, including adjustments for deposit accounts that are opened or maintained at one or more specific Branches, through Online Banking or in connection with any special program, promotion or arrangement.

**Limits on Preauthorized Withdrawals and Transfers on Money Market Accounts.** There are limits on the number of preauthorized transfers and withdrawals that you can make from interest-bearing money market accounts. You may make an unlimited number of withdrawals from your money market account in person, by mail, messenger, ATM, or by telephone if the withdrawal is mailed to you by check. No more than 6 preauthorized, automatic, online or telephone transfers may be made in any statement cycle period from your money market account to another account that you maintain with us or at another bank. Transfers made via Online Banking, our Customer Service Center or Bank-by-Phone count as 1 of the 6 preauthorized transfers. The date the transaction clears your account will determine whether you have exceeded these transfer limits. If you exceed the preauthorized transfer limits, there will be an “Excessive Transaction Fee” imposed in accordance with our Customer Fee Schedule

**Prior Notice of Withdrawal.** Federal law requires us to reserve the right to require at least 7 calendar days’ notice prior to the withdrawal or transfer of any funds from an interest-bearing checking account. If we ever exercise this right, we will do so on a 7-calendar day basis, and your request to withdraw or transfer funds will start the notification period.

**Checking Accounts.** We offer both interest-bearing and noninterest-bearing checking accounts. Federal law prohibits us from paying interest on your checking account if it is considered a transaction account. This means that your checking account will only be interest bearing if it is a NOW account or another type of checking account that is not considered a transaction account under federal law.

Federal law permits NOW accounts to be owned by individuals, sole proprietorships, married couples operating a business as individuals (but not as a partnership, corporation or limited liability company), governmental entities and units, not-for-profit corporations or associations, and trusts and similar fiduciary accounts in which the entire beneficial interest is held by individuals or qualifying organizations. Federal law prohibits entities organized for profit, including corporations, partnerships and limited liability companies, from owning NOW accounts. If we determine that an accountholder is not eligible under federal law to own a NOW account, we reserve the right to close the account or convert it to a non-interest-bearing account without prior notice to the owners of the account or Authorized Transactors.

The interest rate on your interest-bearing checking account is variable and the interest rate and the corresponding Annual Percentage Yield may change at any time without notice to you, as frequently as daily, at our discretion. There are no limits on the amount that or the frequency with which the interest rate may change. Interest on your checking account is compounded daily and will be credited to the account on the scheduled monthly statement date. The daily simple interest on your blended rate checking account will be credited to the account on the scheduled monthly statement date.

We use the daily balance method to calculate the interest earned on your interest-bearing checking account. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit if it is a Business Day and on the next Business Day after the date of deposit if it is not a Business Day. For other Items that you deposit, including checks, interest will start to accrue no later than the Business Day the Federal Reserve gives us final credit for the Item. If you close the account before accrued interest is posted to the account, you will earn interest through the calendar day before the date the account is closed.

Your checking account consists of two separate sub-accounts – a transaction sub-account and a non-transaction sub-account. All checks, debits, and withdrawals are presented against the transaction sub-account for payment. Interest is paid at the same rate in both the transaction sub-account and the non-transaction sub-account. One blended Annual Percentage Yield is disclosed on your account statement. We also aggregate the two account balances for purposes of balance requirements and any fees and service charges applicable to your account. We may transfer from time to time all or a portion of the balance in the transaction sub-account to the non-transaction sub-account. We may also transfer up to six times during each monthly statement cycle all or a portion of the balance in the non-transaction sub-account to the transaction sub-account.

**Savings Accounts.** The interest rate on your savings account is variable and the interest rate and the corresponding Annual Percentage Yield may change at any time without notice to you, as frequently as daily, at our discretion. There are no limits

on the amount that or the frequency with which the interest rate may change. Interest on your savings account is compounded daily. Interest on statement savings accounts will be credited to the account on the scheduled monthly statement date. Interest on passbook savings accounts will be credited to the account quarterly.

We use the daily balance method to calculate the interest on your savings account. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit if it is a Business Day and on the next Business Day after the date of deposit if it is not a Business Day. For other Items that you deposit, including checks, interest will start to accrue no later than the Business Day the Federal Reserve gives us final credit for the Item. If you close the account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed.

For certain savings accounts, we issue passbooks as an extra security measure. You must present the passbook to withdraw funds from a passbook savings account in person or by mail. You must also have your passbook to arrange for preauthorized transfers from your passbook savings account. Unless you previously notified us that your passbook was lost or stolen by calling our Customer Service Center toll-free at 800-894-6900, we may accept possession of the passbook as sufficient evidence of the possessor's right and authority to withdraw funds from the account without further inquiry and will not be liable for any funds that we allow the person in possession of the passbook to withdraw. You may convert your passbook account to a statement savings account at any time without charge if all owners of the account authorize the conversion. You can update your passbook in the lobby of any of our Branches or by mail. We generally will be unable to update passbooks at our Branch drive-up facilities.

Transfers can be made from a savings account via Bank-By-Phone or Online Banking, regardless of whether the savings account receives a statement or has a passbook.

**Money Market Accounts.** The interest rate on your money market account is variable and the interest rate and the corresponding Annual Percentage Yield may change at any time without notice to you, as frequently as daily, at our discretion. There are no limits on the amount that or the frequency with which the interest rate may change. Interest on your money market account is compounded daily and will be credited to the account on the scheduled monthly statement date. The daily simple interest on your blended rate money market account will be credited to the account on the scheduled monthly statement date.

We use the daily balance method to calculate the interest earned on money market accounts. This method applies a daily periodic rate to the principal in the account each day. For cash and electronic deposits, interest will start to accrue on the date of deposit if it is a Business Day and on the next Business Day after the date of deposit if it is not a Business Day. For other Items that you deposit, including checks, interest will start to accrue no later than the Business Day the Federal Reserve gives us final credit for the Item. If you close the account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed.

**Certificate of Deposit Accounts.** We will give you a written Certificate of Deposit Receipt when you open a certificate of deposit ("CD") account. We do not issue any other documents to evidence the CD. The Certificate of Deposit Receipt will show the opening principal amount, the applicable interest rate, the Annual Percentage Yield, the frequency and method of interest payments, the maturity date and the prepayment penalty applicable to the CD.

If you maintain a checking account with us, information concerning your CDs, including the interest rate or rates in effect during each statement cycle and the applicable dates, will be provided to you in a combined account statement for each checking account statement cycle. In other cases, we will send you an annual account statement for your CD that will include annual tax reporting information.

The interest rate on a CD will be either fixed or variable, depending on the type of CD that you have. The Certificate of Deposit Receipt will indicate whether the CD has a fixed or variable interest rate. If you have a fixed-rate CD, the interest rate and the corresponding Annual Percentage Yield will be fixed until the maturity date of the CD, and it will be subject to change thereafter. If you have a variable-rate CD, the interest rate and the corresponding Annual Percentage Yield may change at any time without notice to you.

The interest rate for some variable rate CDs is determined by adding a margin to a specified index. The interest rate and corresponding Annual Percentage Yield on an indexed CD can change as frequently as weekly based on changes in the applicable index. Indexed CDs are subject to an 18% interest rate cap, which means that the interest rate applicable to the indexed CD will never exceed 18%, regardless of the index. If the index applicable to an indexed CD is ever discontinued, we may substitute an index formula or schedule that in our sole judgment is similar to the discontinued index.

The interest rate for most variable rate CDs is determined without reference to any index, and in such a case the interest rate and the corresponding Annual Percentage Yield may change at any time without notice to you, as frequently as daily,

at our discretion, and there are no limits on the amount that or the frequency with which the interest rate may change.

We use the daily balance method to calculate the interest earned on your CD. This method applies a daily periodic rate to the principal in the account each day. Interest will start to accrue on the date of deposit if it is a Business Day and on the next Business Day after the date of deposit if it is not a Business Day, and will be paid until the maturity date for the CD.

Interest will be compounded daily and will be credited quarterly for all retail CDs. If you close a CD account before accrued interest is posted to the account, you will earn interest through the last calendar day before the date the account is closed, subject to applicable early withdrawal penalties.

Unless a different grace period is stated on the maturity notice that we send you for a CD, you will have a grace period of 7 calendar days from the CD's maturity date to make withdrawals from and deposits to your CD, or to change the term of the CD. If our offices are closed for business on the maturity date, we will extend the grace period to the next Business Day. In general, we will give notice at least 20 calendar days in advance of your CD's maturity date.

Your CD will automatically renew on its maturity date except as otherwise indicated on the Certificate of Deposit Receipt. The interest rate that we pay on a renewal CD will be the interest rate that we offer to the general public for CDs of like account type, amount and maturity on the date of renewal. You can prevent an automatic renewal of your CD by giving us written instructions on or before the maturity date that you do not want to renew the CD, or by closing the CD on the maturity date or during the 7-day grace period. This information must be provided at a full-service Branch. We reserve the right to call any automatically renewable CD at the end of its original term or any renewal term. If called, the CD will stop earning interest on the effective date of the call.

If a promotional CD is renewed, the renewal interest rate will be the interest rate applicable to our standard CDs, and the renewal term will be as follows:

<b>Original Promotional Term</b>	<b>Renewal Term (renews to standard CD)</b>
15 months or less	1 year
16 through 29 months	2 years
30 months or greater	3 years
10 months tax deferred	6 months
Jump Rate	18 months

You may not make additional deposits into a CD prior to its maturity date unless the CD is a Retirement CD or it was issued under a special program that permits such deposits. You may increase or decrease the principal amount of your CD during the 7-day grace period following the maturity date.

Interest earned on a CD may be added to the CD, credited to another account, or paid in any other manner permitted by the terms of this Agreement. You may withdraw accrued interest that has been posted to your account before the CD's maturity date in person at any of our Branches, or by requesting an electronic funds transfer. The Annual Percentage Yield that is disclosed for your CD assumes that all interest will remain on deposit until the maturity date, and any withdrawals of interest that you make before then will reduce earnings on the account and the corresponding Annual Percentage Yield.

Except for transfers of interest earned on your CD, we do not offer electronic funds transfer services for funds on deposit in a CD prior to its maturity date. On the maturity date or during the 7-day grace period that follows it, you may request us to electronically transfer any amount on deposit in your CD to another account that you have with us or to an account at another financial institution. This information must be provided at a full-service Branch or by calling Bank-by-Phone toll-free at 800-244-2265 or logging into Online Banking at [www.bankfinancial.com](http://www.bankfinancial.com). Please consult our Customer Fee Schedule for applicable fees and charges for electronic funds transfer services.

You may not withdraw any principal balance of a CD before the maturity date without paying an early withdrawal penalty each time you make an early withdrawal of principal unless you die and there are no surviving owners and withdrawal is requested by the beneficiaries of the account, or the legal representative of your estate, or a court determines that you are legally incompetent and the CD was opened before the date of the determination and was not extended or renewed after that date, or the CD is of a type that applicable law exempts from early withdrawal penalties. Unless we disclose additional or different terms to you when the CD is issued, the early withdrawal penalties are as follows:

Term of CD	Early Withdrawal Penalty
Up to 91 days	Loss of 7 days of interest if the withdrawal occurs within the first 6 days after deposit, and 100% loss of interest after day 6.
Over 91 days and up to 1 year	Loss of 3 months of interest.
Over 1 year and up to 3 years	Loss of 6 months of interest.
Over 3 years	Loss of 1 year of interest.

We reserve the right to decline to permit the withdrawal of principal from a CD prior to its maturity date in our sole discretion. Our employees are not authorized to agree to permit you to withdraw principal from a CD prior to its maturity date until you request us to do so in writing. This information must be provided at a full-service Branch.

Early withdrawal penalties will normally be deducted from the interest that has accrued on the CD, but a reduction in principal may be required if a sufficient amount of accrued interest is not available at the time of the early withdrawal to pay the full amount of the penalty. We make no express or implied agreement to pay a CD prior to its maturity date.

If your CD has a Jump Rate feature, the interest rate cannot decrease during the term of the CD, but at your option, it can be increased to the 18-month interest rate that we offer for Jump Rate CDs. You may increase your interest rate one time. After the Jump Rate CD is opened, you may make deposits of \$1,000 or more into the CD until its maturity date. Additional deposits will not extend the maturity date.

Wholesale and brokered CDs are subject to special terms that will be agreed upon when the CD is issued. To the extent that the negotiated terms for a wholesale or brokered CD are different from those reflected above, the negotiated terms will be controlling. Wholesale and brokered CDs are not available to retail customers and no CD issued at a Branch or through Online Banking will be considered a wholesale or brokered CD.

#### **General Rules for Deposit Transactions**

**Approved Forms.** We provide a variety of electronic or preprinted forms for transacting business in an account, making changes to an account and using account-related products and services, including SecureForms. These forms are designed to work with our data processing systems and to minimize the risk of processing errors and delays. The use of our forms is mandatory in some cases and optional in others. We ask that you obtain your checks, deposit slips and withdrawal slips from an approved vendor or us. This will help us process transactions in your account as quickly and efficiently as possible. If you do not obtain your checks, deposit slips and withdrawal slips from us or an approved vendor, they must nonetheless comply with all technical specifications that we establish for these documents, including the requirement that original checks must not have a background image that interferes with our ability or the ability of another bank to produce a digital image of the check. Items that are rejected due to noncompliance with these technical specifications are subject to the fees set forth in our Customer Fee Schedule. You agree that you are solely responsible and will indemnify us for any claims, losses or damages resulting from processing delays or any other events caused by the failure of any checks, deposit slips and withdrawal slips to comply with our technical specifications.

**Deposits.** You may make deposits to your account in person, by mail or by any other means that we make available, including at our Branches, ATMs and night depositories, and if you are an enrolled business customer, through Remote Deposit Capture (RDC). You must clearly identify the account to which you are making a deposit using an identification method that we permit or make available and will be responsible for any loss or delay caused by a missing, incorrect, or unclear identification of the account number or the amount or Items deposited. All deposits to your account will be received subject to our receipt, verification, and proofing. We reserve the right to review all cash, checks or other Items deposited to your account to confirm the amount of the deposit and that all checks and other Items are properly payable. We may refuse, limit, delay or return any deposit or any portion of any deposit for any reason.

All checks and other Items that are deposited to your account will be provisionally credited, which means the credit will be contingent upon our receiving final payment of the checks or other Items and our receipt of their proceeds and is subject to reversal at any time. We may charge any check or other Item back to your account without prior notice to the extent permitted by applicable law, whether or not the check or other Item was returned, stamped paid or recorded on our books as having been paid. This includes any check or other Item that is drawn on us if it cannot be honored against the drawer's account within our normal processing period.

If you deposit currency that we later determine is counterfeit, we will charge your account for the amount that we

determine is counterfeit, and applicable law prohibits us from returning the counterfeit currency to you. If we cash or accept for deposit a check, money order, cashier's check or similar Item and later learn that the Item is fraudulent, unauthorized, counterfeit or otherwise invalid, we may charge your account for the full amount of the cash or Item, even if we previously made the funds available to you or this causes your account to become overdrawn. Our right of chargeback is not subject to any time limit.

If we provide you with the balance on deposit in your account verbally, in writing, electronically or through any other means, the balance that we provide you will always be subject to our right of chargeback, regardless of anything that we or anyone else tells you about the status of a check, other Item or any other funds that have been deposited to your account. If you inquire whether a check or other Item that you deposited to your account has cleared or been paid, any answer that we may provide you in response to your inquiry is qualified by and subject to our right of chargeback, even if we do not say that it is.

You agree to maintain complete and accurate records of all cash and each check and other Items that you deposit, and to cooperate with us in resolving any discrepancies concerning your deposits. If you make an error in totaling the amount of any deposit, you authorize us to correct your account records to reflect the actual amount deposited, even if we gave you a receipt for the incorrect amount or already posted the incorrect amount to your account. A receipt reflecting an incorrect deposit amount will not constitute an admission of the amount of the deposit and will not be binding on us.

If you have a business account, you agree that you will not, and will not cause or permit your employees, agents or Authorized Transactors to, deposit checks or other Items that are made payable to your business entity into an account that is not owned by the business entity, or deposit checks that are payable to someone else into any account that is owned by the business entity. If you authorize, permit or acquiesce in such conduct, you agree that you will be estopped and precluded from asserting that the transaction was unauthorized or seeking to impose liability on us for any losses that you sustain due to such conduct, and agree to indemnify us for any losses that we may sustain from such activities.

You may authorize any payroll or other direct deposit to your accounts by completing a separate authorization form. If you file bankruptcy and fail to cancel your payroll or other direct deposit authorization, we may continue to accept and apply the deposited funds in accordance with the authorization you provided us prior to your filing of bankruptcy unless applicable law requires us to apply the funds in a different manner.

If any amount deposited into your account, either directly or through direct deposit, must be returned or reimbursed to any other governmental authority or agency or any other person, you agree that you are liable to us for, and authorize us to deduct from any account that you maintain with us, the amount that must be returned or reimbursed. If we are unable to deduct the amount of the return or reimbursement from an account, you agree to pay us such amount on demand.

You agree that any amount that is deposited or credited to your account in error does not belong to you and that it is unlawful for you to withdraw or use those funds. You agree that we may withdraw and return to the legal owner any funds erroneously deposited to your account, without prior notice to you.

**Receipt of Deposits.** If you make a deposit in person at one of our Branches other than through a night depository, we will not be deemed to have received the deposit until one of our employees has physically received and verified the cash or Items deposited. If you mail a deposit or send a deposit to us by private courier, we will not be deemed to have received it until we have received actual delivery of the deposit from the

U. S. Postal Service or the courier and have recorded it on our books and records. We strongly recommend that you do not send cash to us by mail or courier, and if you choose to do so, you agree to assume all risks of loss, including the risks of theft, non-delivery and miss-delivery.

**Night Depositories.** Our Branches generally have two-night depositories – a depository with a small access door for the deposit of Items in an envelope, and a larger depository with a locked access door for the deposit of Items in a deposit bag (a “Locked Depository”). You must use a deposit bag that meets our technical specifications to make deposits into a Locked Depository. You may obtain bags that comply with those specifications from us subject to our Customer Fee Schedule. You agree that each envelope or deposit bag that you place in a night depository will only contain cash, checks and other Items that are to be deposited into your account, as well as a deposit ticket. You also agree that you will properly seal or lock the envelope or deposit bag before placing it in a night depository and will close and lock the access door on a Locked Depository after each use. We will make a reasonable effort to notify you no later than the date of your next periodic account statement of any discrepancy between the amounts reflected on your deposit ticket and the amounts that we determine were actually contained in the envelope or deposit bag. We reserve the right to withdraw any night depository from use at any time and for any reason without notice to you, and to decline to permit you to use our night depositories for any reason. You agree to use our night depositories at your own risk. We are not responsible for any deposit that you

make to a night depository, or for any loss or damage to any property, including the contents of any envelope or deposit bag that you place into a night depository, unless and until one of our authorized employees physically removes the envelope or deposit bag from the night depository and the deposit is actually recorded on our books and records as having been made to your account.

**Lockbox Mail Depository Services.** We offer optional Lockbox Mail Depository Services (“Lockbox Services”) to qualified customers who complete an Enrollment that we accept. Our Lockbox Services will enable you to direct persons who issue checks that are payable to you to mail the checks to us for deposit to the account that you designate in your Enrollment. Checks drawn on foreign banks or in a currency other than U.S. Dollars are not eligible for Lockbox Services. We will not be deemed to have received a check or other Item mailed to Lockbox Services until we have received actual delivery of the check or other Item from the U. S. Postal Service or the courier and have recorded it on our books and records. Upon our actual receipt of the checks or other Items, we will process the checks and other Items and provisionally credit them to your designated account in accordance with our standard Item processing procedures and the terms and conditions of this Agreement. You assume all risks inherent in your use of Lockbox Services, including the risks of mailing, miss-delivery, non-delivery, and loss, theft or damage.

#### **General Rules for Checks and Other Items**

**Endorsement of Checks.** When you deposit a check or other Item into your account, you agree to endorse it exactly as your name(s) appears as the payee(s) of the check or other Item, and to indemnify us for any loss or expense that we incur because of your failure to do so. If you fail to endorse a deposited check or other Item, we may, but are not obligated to, accept the check or other Item for deposit without endorsement and/or supply the missing endorsement on your behalf. With respect to any such check or other Item, our rights and your liabilities will be determined as though you actually endorsed and deposited the check or other Item.

You agree that we will be deemed to have acted in a commercially reasonable manner if we accept a check or other Items on which there is a mismatch between the name of the payee and the endorsement if there is a substantial similarity between the name or way in which the check endorsed the payee’s name, assumed name or trade name, or if the check or other Item is deposited into an account established under a name that is substantially similar to the name, assumed name or trade name of the named payee. If your name changes due to a marriage, divorce, or other reason, you may endorse a check payable to you under your former name by endorsing it with your former name and endorsing it again with your current name.

If you cause or permit any checks or other Items to be endorsed with a rubber stamp, electronic or other facsimile endorsement, you agree that any check or other Item that is deposited to your account that bears facsimile endorsement of your name (including your assumed name or trade name) or signature, or a name, assumed name, trade name or a signature that is substantially similar to your name, assumed name, trade name or signature, will be deemed to bear your actual endorsement, even if the facsimile endorsement was made or affixed fraudulently or by an unauthorized person or with a counterfeit stamp or other device.

If a check or other Item is payable to two or more individuals, all joint payees must endorse the check or other Item exactly as their names appear as the payees of the check or other Item, except that, at our discretion, we may permit an owner or other Authorized Transactor on a joint account to endorse the names of the other joint owners of the account on a check or other Item that is payable to one or more of the joint owners, or accept the check without endorsement, if the check or other Item is deposited into the joint account.

We generally will not accept conditional or qualified endorsements, but if we accept a check or other Item bearing a conditional or qualified endorsement, you agree that we may disregard and that we will not be bound by the conditional or qualified endorsement. We generally do not accept endorsements by a third-party payee, but if we do so, you agree that we may require that the endorsement be verified or guaranteed, and you further agree to indemnify us from any liabilities and losses that we sustain from accepting an endorsement by a third party from you.

**Encoded Items.** If you have made prior arrangements with us to encode checks or other Items that you deposit to your account, and/or to add our endorsement to those Items, you agree to comply with the coding and endorsement standards and specifications that we establish from time to time, to be solely responsible for any liabilities and losses that you incur as a result of your failure to comply with those standards, and to indemnify us for any liabilities or losses that we incur as a result of each such failure.

**Substitute Checks.** You agree that you will not deposit or request us to cash a substitute check (as defined in Check 21) or an image replacement document (“IRD”) purporting to be a substitute check into your account unless it was previously endorsed by a U.S. bank in the check collection process. Each time you deposit or request us to cash a substitute check



or an IRD purporting to be a substitute check, you will be deemed to have given us the same warranties and indemnities that the Check 21 Rules would require us to give as the reconverting bank for the substitute check or IRD purporting to be a substitute check.

**Remotely Created Checks.** Remotely created checks (sometimes also called “telechecks” or “preauthorized drafts”) are created when the owner or other Authorized Transactor for an account authorizes a payee to draw a check on that account but the owner or Authorized Transactor does not actually sign the check. We strongly encourage you not to authorize anyone other than an Authorized Transactor to draw a check or other Item on any of your accounts. If you do, the person you authorize to draw the check or other Item will become your Authorized Transactor for the check or other Item and will be your agent for the purposes of signing it on your behalf. We also strongly encourage you not to create remotely created checks on behalf of anyone. You agree that you will not deposit or request us to cash a remotely created check without our prior approval. If you deposit or request us to cash a remotely created check, you warrant and represent to us that the person on whose account the remotely created check was drawn authorized the issuance of the check in the amount stated on the check and to the payee named on the check and agree to indemnify us for any liabilities and losses that we sustain in connection with the remotely created check.

**Collection Agent.** When we accept a check or other Item for deposit, we are acting solely as your agent in collecting the check or other Item. We will not be liable for any default or negligence of our correspondent institutions or other institutions and entities in the collection process, or for any lost checks or other Items or delays in transit. Special instructions for handling a check or other Item are effective only if you Notify Us in Writing (as defined in this Agreement) of the instructions and the description of the applicable check or other Item, and we agree to follow the instructions. Special handling is subject to fees as set forth in our Customer Fee Schedule. You agree that checks or other Items and their proceeds may be handled and processed pursuant to applicable Federal Reserve regulations and clearinghouse rules.

**Returned Deposits.** If a check or other Item deposited into your account is returned for nonpayment or any other reason, the amount of the check or other Item and any interest earned on that deposit will be charged back to and deducted from your account and a per Item fee will be charged in accordance with our Customer Fee Schedule. This right of chargeback is not subject to any time limit. You waive notice of dishonor, presentment and protest of any returned deposit check or other Item, and agree that we may, in our discretion and without obligation to do so or to provide you with notice of our actions or inaction, re-present any returned check or other Item, a copy or image of the check or other Item or other evidence thereof for payment. You authorize us to pursue collection of returned deposit checks and other Items, and agree that, in doing so, we may permit the payor bank to hold a check or other Item beyond its midnight deadline.

If any check or other Item deposited in your account is returned to us by the bank on which it was drawn through a Federal Reserve Bank, clearinghouse or any other check return channel or means, we may accept the return and charge the check or other Item back against your account without regard to whether the bank on which the check or other Item was drawn or a collecting bank returned the check before the applicable midnight deadline. In addition, if a check or other Item deposited to your account is returned after final payment is made because someone has made a claim that the check or other Item was altered, forged, unauthorized, not properly endorsed, was not properly payable or should not have been paid for any other reason, we may chargeback the amount of the check or other Item pending resolution by a court of competent jurisdiction makes a final determination of the validity of the claim.

Due to the manner in which Items are processed under Check 21, the drawee of a returned check or other Item may not return the original check or other Item to us, and instead, may send us an electronic notice of return, an indemnified copy of the original, an image replacement document or an image of the check or other Item. We may act on and you agree to be bound by the electronic notice of return, indemnified copy, image replacement document or the image of the check or other Item to the same extent as if the original check or other Item had been returned.

**Collection-Only Items.** We may accept checks or other Items from you on a collection-only basis. This means that we will defer provisionally crediting your account for the check or other Item until we receive final payment for the check or other Item and determine that the check or other Item is not subject to return by the bank on which it was drawn. We charge fees for collection-only services as set forth in our Customer Fee Schedule. You are also responsible for all fees imposed by other banks and entities in the collection process, even if the check or other Item is not paid or is returned.

**Foreign Items.** Checks and other Items drawn on banks located outside of the U.S. present a number of unique risks, even when the foreign check or other Item is drawn in U.S. Dollars or is payable through a U.S. bank. Because foreign checks and other Items are not subject to the same processing and collection procedures as checks and other Items drawn on U.S. banks, a foreign check or other Item may be returned unpaid much later than checks and other Items drawn on U.S. banks. Due to this delay, foreign checks, including checks purporting to be cashier’s checks, are commonly used in furtherance of fraudulent schemes. We may refuse to accept a foreign check or other Item for deposit or collection. You

agree that, if we accept a foreign check or other Item from you for deposit or in any other manner, we are accepting it on a collection-only basis and that you will bear all risks associated with the foreign check or other Item, including risks associated with the collection process, late returns, and exchange rate changes. In addition, we may delay the availability of the proceeds of a foreign check indefinitely or as permitted by applicable law until we are able to confirm and actually receive final payment.

### **General Rules for Withdrawals and Item Processing**

**Withdrawals.** You may withdraw available funds from your account in person at any of our Branches during business hours, by check, through Online Banking or funds transfer or at an ATM, but only to the extent that these services are available for your account.

We may decline to pay any check or other Item drawn on your account or used to withdraw funds from your account for any lawful reason, including the failure of the check or other Item to meet our technical specifications or requirements, the method of payment or withdrawal is not authorized for your account, the Account Transaction exceeds any payment or withdrawal limits applicable to your account, or there is a hold on your account. You authorize us to charge your account for any check or other Item drawn on it at the time the check or other Item is presented to us, whether the check or other Item is presented physically, electronically or through another means, or at any earlier time at which we receive notice that a check or other Item drawn on your account was deposited at another financial institution.

**Check Cashing.** You may draw a check or other Item on your account with us and cash it at one of our Branches as long as there are sufficient available funds in your account to cover the check or other Item. You agree that if you draw a check or other Item made payable to us other than in payment of an obligation that you have to us, or draw a check or other Item made payable to you and endorse it without restriction, we may treat a check or other Item as a bearer instrument, and in such a case, we may cash the check or other Item upon presentment by the holder or accept it for deposit in accordance with the instructions of the holder without making any inquiry concerning the authority of the holder to cash or deposit the check or other Item or how the proceeds of the check or other Item will be used or applied. You may also request us to cash a check or other Item payable to you that is drawn on another bank, but we reserve the right to decline to cash checks or other Items drawn on other banks for any reason. If we decline to cash a check or other Item drawn on another bank, you may still deposit it to your account for normal processing. We reserve the right to decline to cash any check or other Item presented to us for payment by a person who does not maintain a deposit account with us, even if the check or other Item is drawn on an account maintained with us, and to charge fees for check cashing services to the fullest extent permitted by applicable law.

If you authorize, permit or allow, whether directly, indirectly or through acquiescence, any person to cash a check or other Item that is payable to you, or a check or other Item drawn on your account that is payable to us or to "cash," such person will be deemed to be your Authorized Transactor, whether or not the Signature Card for your account names the person as an Authorized Transactor, and you will be deemed to have authorized the cashing of the check or other Item by such person.

**Automated Processing.** We use automated processing procedures to collect and pay checks and other Items drawn on or deposited into your account. These automated procedures rely on information that is encoded onto each check or other Item in magnetic ink. Any check or other Item that our automated processing systems reject because of erroneous or improper encoding, the absence of or damage to magnetic ink or any other condition or defect that interferes with automated processing may be subject to a fee in accordance with our Customer Fee Schedule. You agree that, in paying or taking a check or other Item for collection, we may rely exclusively on any information that is encoded onto the check or other Item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the check or other Item and will have no liability to you for relying on such information.

You acknowledge that the UCC provides that a payor bank is not required to conduct a sight review of a check or other Item, including the signatures or endorsements on the check or other Item if its procedure is reasonable and is commonly followed by other comparable banks in the area. You stipulate that banks in the Metropolitan Chicago area banking market commonly require a sight examination of a check or other Item only if the face amount of the check or other Item is above an internally specified amount, and agree that, if the processing procedures that we use from time to time do not require the sight review of a check or other Item unless its face amount exceeds an amount that we internally specify, our failure to conduct a sight examination of any check or other Item with a face amount that is below our internally specified amount will be deemed to be reasonable and will not constitute negligence on our part or result in our being deemed to have failed to exercise ordinary care in paying the check or other Item.

**Processing and Posting Account Transactions.** Subject to applicable Cut-off Times, we generally process and post debits, credits and holds to your account on the same day that they are presented, received or charged, as applicable, or if that

day is not a Business Day, on the next Business Day.

Debits to your account include checks and other Items drawn on your account, Visa® Check Card transactions, ACH transactions, withdrawals from your account (including in-person, ATM and pre-authorized withdrawals), transfers from your account (including Online Banking transfers and funds transfers), fees charged to your account, and chargebacks made for returned deposits.

Credits to your account include deposits that you make, funds transfers and ACH entries that you receive and other credits that are made to your account.

Holds on your account include deposit holds resulting from our funds availability schedule, disputes, investigations, legal process and authorization holds placed on the account for Visa® Check Card transactions. Funds that are subject to a hold are not available funds.

We reserve the right to process, post or pay checks, credits, debits, and holds that are presented, received, or charged against your account on the same day in any order that we determine in our absolute discretion. The order in which debits, credits and holds are listed on your account statement and in Online Banking will not necessarily be the order in which they were presented, received, or charged, or processed, posted, or paid.

Without limiting the above, we reserve the right to determine in our absolute discretion when to place a hold on your account, the order in which we process and post credits to your account, and the order in which we process, post and pay checks and other debits presented, received or charged against your account, even if the order that we use reduces the available balance in your account to a level that is not sufficient to pay additional checks or debits that are presented, received or charged against your account on the same day. We also reserve the right to change the order in which we process, post, or pay checks, credits, debits and holds at any time in our absolute discretion without notice to you.

The order in which checks, other debits, credits, and holds are processed, posted, and paid can affect the number of overdrafts and returned Items that occur on a given day and the amount of overdraft fees, return item fees and negative balance fees that are charged to your account. The Bank uses numerical order for checks, and sequence numerical order for ACH credits and debits. Other debits, credits and holds post in the order in which they are received. Transactions are not reordered according to balance.

Holds resulting from Visa® Check Card transactions that you conduct can cause the amount of available funds in your account to change. For example, we must place a hold on your account when we authorize a Visa® Check Card transaction that you conduct with a merchant. Visa's® Check Card rules require us to remove the hold if your merchant fails to send us the transaction within a specific period of time. The removal of the hold will temporarily increase the available balance in your account, but when the merchant subsequently sends the transaction to us, its payment will reduce the available balance in your account.

The best way to minimize the risk that you will overdraft your account and incur overdraft fees, return item fees and negative balance fees is to make sure that your account always has sufficient available funds in it to cover all of your checks, Visa® Check Card transactions, fees for which you are responsible and other Account Transactions. You may also submit an Enrollment for one of the Overdraft Protection Plans that we offer.

**Stop Payment Orders.** You and any Authorized Transactor on your account have the right under the UCC to stop payment on any check drawn on the account if it has not been paid or certified. A stop payment order notice must specify the date and the exact amount of the check, the name of the payee, the check number and your account number. Our check processing systems are automated such that even the slightest error in the information that you provide us about the check may render us unable to process your stop payment order. We will not be liable to you for not following a stop payment order if the information you give us is not correct or complete in any respect or if you fail to give us any other reasonable information that we request regarding the check. An oral stop payment order lapses after 14 calendar days unless you confirm it in writing within that period. A written stop payment order lapses after 6 months. You and any other Authorized Transactor may give, renew, or cancel a stop payment order. Renewals of stop payment orders must be in writing or they will not be effective. Stop payment orders can be submitted through Online Banking or by visiting a Branch.

We are entitled to a reasonable time after you give us a stop payment order to notify our employees and make appropriate entries into our processing systems. If we re-credit your account after paying a check over a stop payment order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in any legal action that we take against that person concerning the check. All stop payment orders and renewals are subject to the fees set forth in our Customer Fee Schedule. If you stop payment on a check or other Item, you may still be obligated to pay it to any party entitled to enforce it under applicable law.

You may not issue a stop payment order on a cashier's check, money order or a check that we issue at your request, but we may, in our sole discretion, agree to attempt to stop payment on a lost, stolen, mutilated or destroyed cashier's check or money order if you provide us with a sworn declaration of loss, pay all applicable fees, including the fees for any surety bond that we require, agree to indemnify us for any losses arising out of the original instrument and wait for the expiration of any waiting period that we impose.

The rules for stop payment orders are different for checks and other Items that are converted to ACH entries through electronic check conversion or remote deposit capture. If you give a merchant a check to pay for goods and services, the merchant may elect to process your payment as an ACH entry against your account by scanning the check through a remote deposit capture device or using an ACH terminal to transmit information on the check to an ACH. In either case, the merchant will either retain or destroy the check or other Item or return it to you. We will never receive the check or other Item, and the only information that we will ever receive for the transaction is the ACH entry that the merchant initiated against your account. Consequently, if a check or other Item has been converted to an ACH entry through remote deposit capture or electronic check conversion, you must stop payment on the ACH entry rather than on the check or other Item. If you attempt to stop payment on a check or other Item that is converted to an ACH entry, the stop payment order will not be effective or binding on us.

**Post-Dated and Stale Checks.** You agree that you will not draw any checks on your account that bear a date later than the date of issuance, and that we may in our discretion either pay or dishonor any post-dated check. Each post-dated check that you issue may be subject to a fee in accordance with our Customer Fee Schedule, whether it is paid or dishonored. You also agree that we will not be liable to you for paying a post-dated check or charging your account for it before the indicated date unless you give us a stop payment order for the check that complies with the terms of this Agreement by visiting any of our Branches, through Online Banking at [www.bankfinancial.com](http://www.bankfinancial.com), or by calling our Customer Service Center toll-free at 800-894-6900. You further agree that we may either pay or dishonor any check bearing a date more than 6 months old without any liability to you.

**Back of Checks.** You agree that you will not deposit any check or other Item into your account that bears an endorsement by you or anyone else in the space that is reserved for the depository bank's endorsement, or that otherwise obscures the depository bank's endorsement. You also agree that we will not be liable to you if a check or other Item deposited into your account is returned after the time established by applicable law for any of these reasons, and will indemnify us for any losses, costs and expenses that we sustain, including reasonable attorney's fees, if we are unable to make a timely or proper return of a check or other Item drawn on or deposited into your account because of markings in the space on the back of the check or other Item that is reserved for the depository bank's endorsement.

**Substitute Checks.** Check 21 allows banks to create substitute checks and present them to other banks electronically instead of presenting the original check. This reduces the transport of checks among banks and helps enable the electronic collection of checks. A substitute check is a special paper copy of the front and back of an original check. The substitute check may be slightly larger than the original check. Substitute checks are specially formatted so they can be processed as if they were original checks. The front of a substitute check should state: "This is a legal copy of your check. You can use it the same way you would use the original check." Not all copies of a check are substitute checks. For example, pictures of multiple checks printed on a page (also known as an "image statement") that is returned to you with your monthly statement are not substitute checks. Online check images and photocopies of original checks are also not substitute checks.

**Your Rights Concerning Substitute Checks.** In certain cases, Check 21 provides a special procedure that allows you to request a refund for losses and related fees arising from the erroneous posting of a substitute check to your account. The amount of the refund that you may receive under this procedure is limited to the lesser of your loss or the face amount of the substitute check plus interest if the account is interest bearing. If you use this procedure, you may receive up to \$2,500 of your refund plus any applicable interest within 10 Business Days after we received your claim and the remainder of your refund within 45 calendar days after we received your claim. We may reverse the refund (including any interest paid on the refund) if we later are able to show that the substitute check was correctly posted to your account. If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, you must contact us by calling our Customer Service Center toll-free at 800-894-6900 within 40 calendar days of the date we mailed (or otherwise delivered to you by a 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, an estimate of the amount of your loss, 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 or the following information to help us identify the substitute check: your account number, the check number; the name of the person to whom you wrote the check, the amount of the check and the date of the check.

**Electronic Check Conversion.** Some merchants use electronic check conversion to process checks that you give them to pay for goods or services. Merchants who use electronic check conversion will obtain certain information from your check and use that information to initiate an ACH electronic funds transfer in the amount of the check against your account to be paid to the merchant's account. The merchant will then destroy the check or return it to you, and we will never receive the check. Consequently, you will not be able to obtain the check or an image of the check from us. The amount of the check will be shown on your account statement as an ACH electronic funds transfer, not as a check. You cannot stop payment on a check that is converted to an ACH entry. Instead, you must stop payment on the ACH entry in accordance with the ACH Rules. Merchants do not have an absolute right to convert your check to an ACH entry. Merchants who use electronic check conversion are required by Regulation E and other provisions of federal law to give you advance notice that information from the check will be used to make an electronic payment from your account. If you object to this procedure, you must raise your objection immediately with the merchant. A merchant's use of electronic check conversion is beyond our control.

#### **Minimum Account Balance, Overdrafts and Returned Items**

**Minimum Account Balance.** You agree to maintain funds in your account in an amount greater than \$0 at all times. If the ledger balance of funds in an account falls below \$0 at any time for any reason, including because any checks or other Items that you deposited are returned unpaid, fees are charged to your account, or withdrawals, transfers have taken place, you will be charged a Daily Overdraft fee for each day the account's ledger balance remains negative after the second calendar day in accordance with our Customer Fee Schedule. The Daily Overdraft fee is in addition to other fees (including fees for inactivity, dormancy processing, a failure to meet the minimum balance requirements for specific account types, overdrafts, and returned Items) that may apply to your account, and this fee is described in additional detail in our Customer Fee Schedule.

**Overdrafts and Returned Items.** You agree that you will not draw any check or other Item on your account or order or initiate any ACH or other debit or any funds transfer or withdrawal against your account, unless there are sufficient available funds in the account to cover the full amount of the check, other Item, debit or order, or you have enrolled in an Overdraft Protection Plan that has sufficient availability to provide your account with sufficient available funds.

We will determine the availability of the funds in your account in accordance with our Funds Availability Policy, which is set forth later in this Agreement, subject to applicable laws. You agree that we may determine whether your account contains sufficient available funds at any time between the time the check, other Item, debit, or order is presented to us physically, electronically or through other means and the deadline that applicable law imposes on us for returning, dishonoring, or refusing the check, other Item, debit, or order. You further agree that we will only be required to review your account once between the time of presentment and the applicable deadline to determine whether the balance of available funds in your account is sufficient to pay the checks, other Items, debits, or orders that have been presented. We will generally make this one-time determination on the date of presentment if it is a Business Day and on the next Business Day if the date of presentment is not a Business Day but reserve the right to make this one-time determination on any other date permitted by applicable law.

We have the unconditional right to dishonor and refuse to pay or accept any check or other Item drawn on your account and any other Account Transaction in your account if there are not sufficient available funds in your account to cover it in its entirety. Subject to our reservation of this right, we may pay or accept the Item or Account Transaction that is drawn or ordered against insufficient available funds if you have enrolled for an Overdraft Protection Plan with sufficient availability to cover the Item or Account Transaction, or if we determine, in our sole discretion, to pay or accept it as an accommodation to you. Our processing practices evaluate your account balance, history and transaction activity, particularly deposit activity, in determining whether to honor, pay or accept any such Item or Account Transaction or series of Items or Account Transactions as an accommodation to you. At any time, you may request that we exclude your account from any accommodation with respect to the payment of any check, Item or Account Transaction in our processing practices; in such event, we will not honor, pay or accept any check, Item or Account Transaction which would result in a negative available balance in your account as of the end of a Business Day. You may also elect to permit ("opt-in") or restrict ("opt out") the payment of Account Transactions involving ATM withdrawals or nonrecurring debit card payments as an accommodation pursuant to our processing practices. We reserve the right to terminate any accommodation, including any election to "opt-in" to the payment of any check, item, ATM withdrawal, nonrecurring debit card transaction or account transaction at any time, without further notice.

If we honor, pay or accept any such Item or Account Transaction or series of Items or Account Transactions, this conduct, standing alone or together with other facts and circumstances, will not constitute a course of dealing between us and will in no way obligate us to pay, honor or accept any other Item or any other Account Transactions, including, without limitation, future Items or Account Transactions of the same or similar type, and you will not rely on us to make any payments against insufficient available funds.

Subject to any limits imposed by applicable law, including the prohibitions that Regulation E imposes on fees for ATM and nonrecurring debit card transactions, we charge a per Item or per transaction fee each time a check or other Item is drawn, or any other Account Transaction is ordered against your account if the account does not have sufficient available funds to cover the Item or other Account Transaction in its entirety. Because this fee is based on the number of Items or Account Transactions that are presented for payment at a time when there are insufficient available funds in your account, more than one fee may be charged against your account each day, depending on the number of Items or Account Transactions that are presented for Transaction. The fee will be designated as an overdraft fee if the Item or Account Transaction is honored, accepted, or paid and payment. We charge a fee regardless of whether we honor or dishonor, pay or not pay, or accept or refuse the Item or Account Transactions as a return item fee if the Item is dishonored, refused, or not paid. A return item fee will be assessed if your account has a sufficient ledger balance to pay the Item or Account Transaction but has an insufficient available balance to cover the payment, or if both the ledger balance and available balance are insufficient. These fees are in addition to the daily overdraft fee that is described elsewhere in this Agreement. We may return checks, other items, debits, or orders presented for payment against your account if the amount of the debit exceeds the funds available in your account. Each time we return a check, other item, debit, or order for insufficient available funds, we will assess a fee as described above for each returned item. The entity that submitted the check, other item, debit, or order, may resubmit the check, other item, debit, or order to BankFinancial even if we have already returned the prior check, other item, debit, or order for insufficient funds in your account. If the resubmitted check, other item, debit, or payment again exceeds the funds available in your account, we will return the check, other item, debit, or order again resulting in an additional fee as described above. Thus, you may be charged multiple fees in connection with a single check, other item, debit, or order that has been returned for insufficient available funds multiple times. The circumstances in which overdraft fees, return item fees and negative balance fees are imposed are described in further detail in our Customer Fee Schedule.

If you wish to: (i) enroll in an Overdraft Protection Plan, (ii) exclude your account from any accommodation with respect to the payment of any check, item or Account transaction, or (iii) “opt-in” or “opt-out of the payment of Account Transactions involving ATM withdrawals or nonrecurring debit card payments as an accommodation pursuant to our processing practices, please contact us at a Branch, Online or call 1.800.894.6900.

### **Overdraft Protection Plans**

If you desire to arrange a fixed amount of overdraft protection, we offer Overdraft Protection Plans as a convenience to help you manage timing differences of deposit and withdrawal activity in your checking account. Overdraft Protection Plans do not automatically apply to your account and may require separate Enrollment and underwriting, and only certain types of checking accounts are eligible for overdraft protection.

An Overdraft Protection Plan may be less costly than overdraft fees, return item fees and negative balance fees. However, the excessive repeated use of an Overdraft Protection Plan can also be very costly due to the fees that apply, and as such, Overdraft Protection Plans generally will not be a cost-effective substitute for alternative borrowing arrangements. We reserve the right to terminate your Enrollment in an Overdraft Protection Plan at any time without further notice.

Our Savings Sweep Overdraft Protection Plan links your personal savings account to your checking account. When the linked checking account does not have sufficient available funds to cover the total amount of checks or other Items presented for payment against your checking account, we will automatically transfer funds from the available balance in your savings account to the checking account in an amount sufficient to cover the total amount of checks or other Items presented. However, if your savings account lacks sufficient available funds to cover the total amount of the checks or other Items presented, the available balance in the savings account will be transferred to your checking account, and if this amount is less than the total amount of the checks or other Items presented, some or all the checks or other Items may be dishonored. All transfers are subject to the fees described in our Customer Fee Schedule and to other restrictions, including the limits on the number of preauthorized transfers that can be made per month from an account.

Our Overdraft Protection Line of Credit Plan links a line of credit to your checking account. When the linked checking account does not have sufficient available funds to cover the total amount of checks or other Items presented for payment against your checking account, advances are made in \$50 increments up to the amount of credit you have available under the line of credit. If your available credit is less than the minimum transfer amount needed to cover the total amount of the checks or other Items presented, an amount equal to your available credit will be advanced under the line of credit and transferred to your checking account, and if this amount is less than the total amount of the checks or other Items presented, some or all of the checks or other Items may be dishonored. All advances made under the line of credit are subject to the terms, conditions, fees, and finance charges described in our Overdraft Protection Line of Credit Agreement, including the annual fee that we charge for this service. No advances will be made if you are in default of your obligations under the Overdraft Protection Line of Credit Agreement or on any other obligation to the Bank.

Enrollments for a Savings Sweep Overdraft Protection Plan or an Overdraft Protection Line of Credit are subject to our

prior underwriting and approval. You agree that if you draw a check or other Item, initiate an ACH or other debit, or order a funds transfer against insufficient available funds, these actions will not constitute an Enrollment for an Overdraft Protection Plan or a request that we extend credit to you.

### **Electronic Banking Services**

We offer a variety of electronic banking services, including Online Banking, Bank-by-Phone, and ACH and funds transfer services. The terms and conditions set forth in this “Electronic Banking Services” section of this Agreement apply to all electronic banking services that you use except to the extent that the Electronic Fund Transfer Act and Regulation E establish different rules and disclosure requirements. Please refer to the “Special Rules and Disclosures for Consumer Electronic Fund Transfers” section of this Agreement for information and disclosures regarding transfers of funds that are subject to the requirements of the Electronic Fund Transfer Act and Regulation E.

**Bank-by-Phone.** You may use our Bank-by-Phone service to conduct banking transactions by using a touchtone telephone. You must complete a separate Enrollment for Bank-by-Phone in a Branch or by calling our Customer Service Center toll-free at 800-894-6900. The toll-free number for Bank-by-Phone is 800-244-2265. You will need specific Account Access Information, including a personal identification number (“PIN”) and an Access Number, to use Bank-by-Phone. You agree that we are entitled to act on all instructions and transactions that are transmitted to or received by us during a Bank-by-Phone session that was initiated by the entry of your Account Access Information, and to conclusively presume that the instructions and transactions were initiated by you or another Authorized Transactor. We have no obligation to verify or further inquire into the identity of the person initiating the Bank-by-Phone Banking session through the entry of your Account Access Information. You assume, to the fullest extent permitted by applicable law, all risks and are liable to the fullest extent permitted by applicable law for each use of your Account Access Information to initiate a Bank-by-Phone Banking session and for all instructions issued and transactions conducted during the session, including withdrawals and transfers of funds from your account, whether or not you conducted or authorized the instructions or transactions.

**Online Banking.** Online Banking is available through our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com). Online Banking permits you and other Authorized Transactors to access your accounts through the Internet to pay bills and make transfers of available funds between your checking, NOW, Money Market, or statement savings account, obtain current balance and other account information and apply for certain types of residential loans. Online Banking cannot be used to transfer funds to a CD, or to transfer any portion of the principal balance of a CD to another account. We reserve the right to limit, restrict or rescind access to Online Banking for any reason, including inactivity for 180 days or more, without prior notice. Any additional terms and conditions included in your Enrollment for or posted to Online Banking shall supplement the provisions of this Agreement.

You must complete a separate online Enrollment for Online Banking before you will be able to use this service. You must also complete a separate online Enrollment for Online Bill Payment if this service is desired. We will have a reasonable time to act on your Enrollment, and if we approve it, to establish your initial access to these services. You are solely responsible for selecting, adding, and removing Authorized Transactors for your Online Banking accounts, and for designating and modifying the types of inquiries and transactions they may conduct in your accounts through Online Banking.

To access and use Online Banking, you must, at your own expense, establish secure access to the Internet and have a computer with a software operating system and Internet browser that meet the standards that our designated processor and we establish for the use of Online Banking. Certain features of Online Banking can also be accessed through a mobile device that provides access to the Internet. You are solely responsible for obtaining, installing, maintaining, updating and operating, at your own expense, all computer hardware and software, an account with an Internet service provider, and all other goods and services that are necessary for accessing and using Online Banking. We do not provide and are not responsible for providing any of these goods or services.

You will need specific Account Access Information, including a user identification number (“User ID”) and a password to access your accounts through Online Banking. To access Online Banking, enter the User ID that you established during Enrollment and the system will prompt you to select a password. You may change your password on your own through Online Banking. You may request us to disable or reset your password by calling our Customer Service Center toll-free at 800-894-6900. The password that you select will not be communicated or provided to us.

You will also need to authenticate your computer the first time you use it to access Online Banking by providing correct answers that you previously established for a series of security questions. Your access to Online Banking will be denied if you do not enter the correct Account Access Information. If you repeatedly enter an incorrect password, your access to Online Banking will be disabled and you must reset your password.

You are solely responsible for establishing and enforcing your own security procedures to safeguard against the creation or

transmission of any unauthorized Online Banking transactions, including security procedures for preserving the confidentiality of your Account Access Information. You agree to keep, and assume sole responsibility for keeping, your Account Access Information confidential, and agree that you will not disclose or reveal any Account Access Information to any person whom you have not designated as an Authorized Transactor. Our employees will never request your Account Access Information. If you receive such a request from anyone, whether in person, by e-mail, over the telephone or through any other form of communication, do not respond to the request, even if the person claims to be our employee or representative.

You authorize us and our designated third-party processor to carry out all instructions given to us, and all Account Transactions initiated with respect to any of your accounts through Online Banking if access to Online Banking was achieved through the entry of your Account Access Information to the same extent as if those instructions were written orders bearing your signature. You agree that we are entitled to act on all instructions and transactions that are transmitted to or received by us during an Online Banking session that was initiated by the entry of your Account Access Information, and to conclusively presume that the instructions and transactions were initiated during that session by you or another Authorized Transactor. We have no obligation to verify or further inquire into the identity of the person initiating an Online Banking session through the entry of your Account Access Information. You assume all risks and are liable to the fullest extent permitted by Regulation E and other applicable laws for each use of your Account Access Information to initiate an Online Banking session and for all instructions issued and transactions conducted during the session, including withdrawals and transfers of funds from your account, whether or not you conducted or authorized the instructions or transactions.

We will only be responsible for acting on Online Banking instructions or transactions that our designated third-party processor or we actually receive through the Online Banking system. You cannot give Online Banking instructions verbally, in writing or by e-mail. Neither our designated third-party processor nor we will be liable or responsible if you give instructions or initiate transactions that are untimely or contain errors. Online Banking instructions and transactions are generally acted upon by the Online Banking system immediately and cannot be revoked or reversed. We will not be obligated to honor, in whole or in part, any transaction or instruction that we believe should not be honored for your or our protection, or that does not comply with the terms and conditions of this Agreement, or that we suspect may be unlawful, unauthorized or subject to a hold, dispute, restriction or legal process that we believe may prevent their being honored.

#### **Positive Pay for Business Customers**

Positive Pay is an online-automated fraud mitigation tool that we make available to qualified business customers on a fee basis. Positive Pay enables you to use Online Banking to quickly and efficiently identify and instruct us to dishonor fraudulent or unauthorized checks. Positive Pay does not automatically apply to your accounts. You must enroll for this service, and if we accept your Enrollment, you must designate each account for which you want to use Positive Pay (a "Positive Pay Account").

Once you enroll for Positive Pay, you may transmit to us, through the Positive Pay module (the "Positive Pay System") of Online Banking, a data file (an "Issued Check File") containing the check number, date and dollar amount for each check that you issue (the "Check Data"). As your checks are presented for payment, our automated check processing systems will compare the Check Data for the checks that are presented for payment against your Positive Pay Account to the Check Data contained in the Issued Check File for the checks. We will only notify you through the Positive Pay System of any unmatched checks. You will then have the opportunity to notify us through the Positive Pay System whether you want the unmatched checks to be paid or returned.

You agree that, on each day you issue one or more checks on a Positive Pay Account, you will transmit an Issued Check File to us through the Positive Pay System containing the Check Data for each issued check. The Issued Check File must contain all data that the Positive Pay System requires. If we do not receive or are unable to process an Issued Check File for any reason, including your failure to transmit it, missing, incomplete or incorrect information, a system failure, data corruption or any type of human or systems error, we will not be deemed to have received the Issued Check File, even if it is in our possession, and we will have no obligation to compare the data in the Issued Check File to the Check Data for checks that are presented for payment against your Positive Pay Account.

We will use our automated systems to compare the Check Data for presented checks that we receive from depository banks, processors and other third parties in the check processing system to the Check Data contained in any applicable Issued Check File that we received from you. Any check that we determine contains one or more of the following discrepancies will be considered a "Positive Pay Exception Item:" the check does not have a check serial number on its MICR line; the check has a check serial number on its MICR line that does not appear in the Issued Check File; the check has a check serial number on its MICR line that appears in the Issued Check File but a discrepancy exists between the dollar amount



appearing on the MICR line of the check and the dollar amount associated with the serial number appearing in the Issued Check File; or the check has a serial number on its MICR line that is in the Issued Check File but appears to be a duplicate.

If we determine that a check is a Positive Pay Exception Item, we will notify you through the Positive Pay System on the Banking Day immediately following the day the Positive Pay Exception Item was presented for payment. You may then use the Positive Pay System to provide us with a Positive Pay Exception Decision instructing us to either pay or return the Positive Pay Exception Item. You must review all Positive Pay Exception Items on the Positive Pay System as soon as possible each day because you will only have a limited time to issue Positive Pay Exception Decisions. For a Positive Pay Exception Decision to be effective, we must receive it from you through the Positive Pay System by no later than 2:00 p.m. CST on the Banking Day immediately following the day on which the Positive Pay Exception Item was presented for payment (the "Exception Decision Cut-off Time"). You authorize us to pay each Positive Pay Exception Item that is presented for payment unless we receive a timely Positive Pay Exception Decision instructing us to dishonor it prior to the Exception Decision Cut-off Time. A customer with the standard Positive Pay service has the option to direct the Bank to change their Positive Pay Exception Items to default to return and not be paid, unless a timely Positive Pay Exception Decision instructing us to honor and pay the item is received prior to the Exception Decision Cut-off Time. We may disregard and are not obligated to act on any Positive Pay Exception Decision that we receive after the applicable Exception Decision Cut-off Time.

For customers with the PAYEE POSITIVE PAY VALIDATION service, the Positive Pay Exception Items presented for your decisioning will default to return and not be paid, unless we receive a timely Positive Pay Exception Decision instructing us to honor and pay the item prior to the Exception Decision Cut-off Time.

We have no obligation to follow our Positive Pay procedures for any check that is not included in an Issued Check File that we receive from you, or for any check that is paid before we receive the Issued Check File containing the Check Data for the check. The ACH Rules prohibit the conversion of business checks to ACH entries if the business checks meet the standards published in the ACH Rules. You are responsible for assuring that your business checks meet these standards, and if they do not, they may be converted to ACH entries.

Positive Pay is not a substitute for stop payment orders. If you wish to stop payment on a check, you are obligated to follow our standard stop payment procedures. You agree that you will not use an Issued Check File to void or stop payment on any check, and that any attempt to do so will be ineffective and will impose no obligations on us.

You are solely responsible for making decisions regarding payment or dishonor of Positive Pay Exception Items based on the electronic information that we receive concerning the check and make available to you through the Positive Pay system. Your failure to communicate a timely Positive Pay Exception Decision to us through the Positive Pay System will result in the payment of the Positive Pay Exception Item. We have no obligation to provide you with a copy or image of a Positive Pay Exception Item before the expiration of the Exception Decision Cut-off Time applicable to the Positive Pay Exception Item.

You may only transmit Issued Check Files and Positive Pay Exception Decisions to us through the Positive Pay System. The transmission or delivery of this information to us through any other method or means will be ineffective and will require no action on our part. You are responsible for, and we may conclusively rely upon the contents of each Issued Check File and Positive Pay Exception Decision that you transmit to us online. We may conclusively presume without inquiry that all Issued Check Files and Positive Pay Exception Decisions that we receive through the Positive Pay System were issued by an Authorized Transactor, regardless of by whom they were actually issued.

### **ACH Services**

You may use our ACH services to request us to act as the Originating Depository Financial Institution for and to initiate electronic credit or debit entries through the ACH system against accounts that you or someone else maintains with us or another financial institution. As an ACH Originator, you agree not to originate entries that violate the laws of the United States. You will be limited to PPD, CCD and CTX transactions. You must complete a separate Online Enrollment before you will be able to use this service. We will have a reasonable time to act on your Enrollment, and if we approve it, to establish your initial access to this service. You are solely responsible for selecting, adding and removing Authorized Transactors for ACH services. You may also authorize ACH debit entries against your account in accordance with the ACH Rules and applicable law, including through electronic check conversion by a merchant. All ACH entries and requests, and all instructions relating to an ACH entry, are governed by the ACH Rules. The ACH Rules are incorporated by reference into and made part of this Agreement. The capitalized terms used in this "ACH Services" section of this Agreement shall have the meanings assigned to them by the ACH Rules unless they are separately defined in this Agreement.

You must transmit all requests for the initiation of ACH entries to the location that we specify, and the data that you transmit must comply with the formatting and other requirements established by the ACH Rules. We may reject any ACH entry for

any lawful reason, including a failure to comply with the ACH Rules, insufficient available funds or suspected unauthorized or unlawful activity. We reserve the right to impose limits on the number and/or aggregate dollar amounts of ACH entries that you may transmit to us in a single day or over any other period of time, and on the types of ACH entries that you may transmit to us.

We and all other Originating and Receiving Depository Financial Institutions are entitled to rely on any account or bank number that you provide in connection with an ACH entry, even if that account or bank number identifies a party different from the person or entity you have described by name in your transmission or request. We will post all received entries to the specified account number, even if the accountholder is different from the person or entity named in the ACH entry.

We will process all ACH entries in accordance with the ACH Rules. If we reject an ACH entry, we will attempt to notify you by using the contact information reflected in our records for you no later than the Business Day that we would have otherwise processed the entry.

If we credit your account for an ACH entry, the credit will be provisional until we receive final settlement for the transaction, and you are obligated to repay us the amount credited if we do not receive final settlement, or if we credit your account by mistake. If we debit your account for an ACH entry, the funds will not be available for withdrawal and the debit will be final unless reversed in accordance with the ACH Rules and without loss to us.

All ACH entries that we post to your account will be reflected on your account statement. You may also use our Online Banking services to review the ACH entries that have been posted to your account. As provided in the ACH Rules, we will not provide you with any other form of notice of the receipt of an ACH entry.

You have no right to cancel an ACH entry that we initiate at your request. We may, in our discretion and without any obligation to do so, elect to act on a request that we receive from you to cancel an ACH entry that you initiated prior to our transmitting it, or in the case of an on-us ACH entry, prior to our crediting the receiver's account, but we will have no liability to you if the cancellation is not effected. You agree to indemnify us for any expenses, losses, or damages that we incur in cancelling or attempting to cancel an ACH entry at your request, even if we are not successful.

We will attempt to notify you using the contact information reflected in records for you of our receipt of a returned ACH entry or a notice of correction no later than one Business Day after we actually receive the returned entry or notice. If a returned entry or notice of correction is in error, you must notify us by calling our Customer Service Center toll-free at 800-894-6900 within 1 Business Day of your receipt of our notification in order to dispute it.

You must make any necessary corrections to a returned ACH entry before you re-transmit it to us. You agree not to originate or re-transmit an ACH entry after your authorization has been revoked by us or another person.

We will provide or otherwise make available to you our Standard Security Procedures for ACH transactions when you submit an Enrollment for ACH services. The sole purpose of the Standard Security Procedures is to verify the authenticity of an ACH entry that you originate. You agree to comply with the Standard Security Procedures for ACH transactions and all other procedures that we establish or that are required by the ACH Rules for the transmission of ACH entries. You acknowledge that the Standard Security Procedures are not intended to and will not detect an error in the transmission or content of an ACH entry, and the detection of errors is your sole responsibility.

You agree to be bound by any ACH entry or instruction issued or purportedly issued in your name, whether or not it was authorized and regardless of whether it contains errors or omissions, if we accept or execute it in compliance with our Standard Security Procedures for ACH transactions. You acknowledge that you have examined the Standard Security Procedures for ACH transactions and agree that they are commercially reasonable based on your particular needs, the size, type and frequency of the ACH entries and instructions that you expect to issue, and the security procedures that are in general use by similarly situated banks and their customers.

You are solely responsible for establishing and maintaining your own commercially reasonable security policies, procedures, and internal controls to safeguard against the creation or transmission of any unauthorized ACH entries. You acknowledge that the Standard Security Procedures are not intended to be a substitute for your security policies, procedures, and internal controls. You agree that you will not cause or permit any person to create or transmit ACH entries in the absence of commercially reasonable supervision and safeguards, and that you will take commercially reasonable steps to maintain the confidentiality of your security policies, procedures and internal controls, and any passwords, codes, security devices and related instructions that we provide. You assume the risk of and agree to indemnify us for unauthorized ACH entries to the fullest extent permitted by the ACH Rules and applicable law, including transactions initiated by an Authorized Transactor with or without your knowledge or authorization.

Except for disclosures made on a need-to-know basis to Authorized Transactors, you agree to prevent the disclosure within and outside of your business, organization or household of any Standard Security Procedures that apply to your ACH transactions or accounts, including all codes assigned on the Enrollment. You agree to notify us immediately by calling our Customer Service Center toll-free at 800-894-6900 if you discover or have reason to believe that the confidentiality of any Standard Security Procedure for ACH transactions has been compromised. You assume the risk of and agree to indemnify us for all losses resulting from the use of Standard Security Procedure information within your control by any person other than an Authorized Transactor or our employees.

If you believe or suspect that any person who is not an Authorized Transactor has accessed any security information or instructions or has created or transmitted an unauthorized ACH entry, you agree that you will notify us immediately by calling our Customer Service Center toll-free at 800-894-6900, and that you will also send a sworn written confirmation of the unauthorized access or entry to us upon our request. You agree to indemnify us to the fullest extent permitted by the ACH Rules and applicable law for all losses resulting from your failure to provide us with such immediate notice.

You must retain data with respect to all ACH entries that you transmit to us in a file adequate to permit re-transmission of the ACH entries for 5 Business Days following the date of your original transmission of the ACH entries to us. You must provide this data within 1 Business Day of our request, which we may make by any lawful means. If you initiate ACH entries, we have the right to examine and audit your books and records to confirm your compliance with the ACH Rules.

**ACH Services described in this section are for ACH entries that you transmit on your behalf. If you transmit entries for the benefit of a third-party originator, you are a Third-Party Sender. You must obtain our approval to use ACH Services as a Third-Party Sender and a separate ACH Origination/Third-Party Sender Agreement must be executed.**

### **Funds Transfer Services**

You or any Authorized Transactor may request us to transfer funds from your checking or savings account to an account that you or a third party maintains with another bank by providing us with a Payment Order on a form that we have approved. You must complete a separate online Enrollment before you will be able to use this service. We will have a reasonable time to act on your Enrollment, and if we approve it, to establish your initial access to this service. You are solely responsible for selecting, adding and removing Authorized Transactors for funds transfer services and for establishing any limits that you wish to impose on their authority to make funds transfers.

We will use the funds transfer system of the Federal Reserve Banks or another recognized funds transfer system to execute a Payment Order that we accept unless the beneficiary's account is also maintained with us. In that case, we will execute the Payment Order by charging your account and crediting the beneficiary's account. All funds transfers are governed by the terms of this Agreement, supplemented, as applicable, by Article 4A of the UCC ("UCC 4A"). To the extent that any provision of this Agreement relating to funds transfers uses capitalized terms that are not defined in this Agreement, those terms shall have the meanings assigned to them by UCC 4A.

A Payment Order is not accepted until we execute it. We reserve the right to reject any Payment Order for any reason without any liability to you. Your Enrollment will specify the methods by which you and your Authorized Transactors may transmit Payment Orders to us. We do not accept Payment Orders or instructions to cancel or amend a Payment Order that are sent to us by e-mail.

You are solely responsible for the accuracy and completeness of all information contained in your Payment Orders. We have no obligation to verify the accuracy or completeness of any information in a Payment Order and are not responsible for detecting any errors or omissions. Each Payment Order must contain complete and accurate identifying information about the beneficiary and the beneficiary's bank, and all other information that UCC 4A and we require for Payment Orders. If a Payment Order describes the beneficiary by both name and bank account number, and the name and number identify different persons, we or the beneficiary's bank may make payment on the basis of the bank account number, even if it identifies a person different from the named beneficiary, and in that event, your obligation to pay us for the Payment Order will not be excused.

If we reject or fail to execute your Payment Order, we will use commercially reasonable efforts to notify you orally, electronically or in writing by 5:00 p.m. on the requested execution date. If we have already charged your account for a Payment Order that we rejected or failed to execute, we will reverse the charge. We will pay you interest for the use of those funds if and only to the extent that we are required to do so by UCC 4A.

You cannot cancel or amend a Payment Order after we have accepted it unless we agree to the cancellation or amendment. An instruction to cancel or amend a Payment Order will not be effective unless you communicate it to us using a method of communication that is permissible under this Agreement and authorized in your Enrollment, and we receive the instruction at a time and in a manner that affords us a reasonable time to act before we accept the Payment Order. In

all cases, your request to cancel or amend a Payment Order will be subject to our rights under UCC 4A and this Agreement to recover from you any losses, attorney's fees and other expenses that we incur in connection with any actual or attempted cancellation or amendment of a Payment Order. We reserve the right to reject any request that you make to cancel or amend a Payment Order to the fullest extent permitted by UCC 4A or any other applicable law or regulation.

We require the use of Standard Security Procedures for funds transfers to reduce the risk of fraudulent or unauthorized funds transfers. The Standard Security Procedures for funds transfers are agreed-upon steps that we each must take to verify the authenticity of any Payment Order and any instruction amending or cancelling a Payment Order that is given or purportedly given to us in your name. The Standard Security Procedures for funds transfers are not designed or intended to detect errors or omissions in the information that you provide us in connection with a Payment Order, or to detect duplicate Payment Orders. You are responsible for developing your own internal controls and security procedures to prevent and detect errors, omissions and duplicate Payment Orders.

The Standard Security Procedures for funds transfers will be established at the time of your Enrollment and will vary depending on the instructions that you give in your Enrollment concerning the permissible methods of transmitting a Payment Order. If you check the "YES" box appearing next to a particular method of transmission on the Enrollment, we will use the Standard Security Procedure applicable to that method of transmission in verifying the authenticity of Payment Orders given or purportedly given to us in your name, and any instructions cancelling or amending such a Payment Order. If you check the "NO" box or fail to check either the "YES" or "NO" box for any particular method of transmission, you will be deemed to have rejected that method of transmission and you may not use it for your Payment Orders or instructions.

If you believe that our Standard Security Procedures for funds transfers do not provide you with an appropriate level of security based on your particular circumstances, you may choose Optional Funds Transfer Security Procedures that provide for additional security. The Optional Funds Transfer Security Procedures primarily involve optional callbacks to the initiator of the Payment Order or to another person prior to its execution and permit you to establish dollar limits that determine when a callback is required. If you check the "YES" box appearing next to an Optional Funds Transfer Security Procedure on the Enrollment, we will use it, subject to the dollar limits that you establish, to verify the authenticity of Payment Orders given or purportedly given to us in your name, and any instructions cancelling or amending such a Payment Order. If you check the "NO" box or fail to check either the "YES" or "NO" box for any Optional Funds Transfer Security Procedure, you will be deemed to have rejected it and it will not be utilized in connection with your Payment Orders.

You acknowledge that you have examined the Standard Security Procedures and the Optional Funds Transfer Security Procedures that we have offered to provide to you on the funds transfers Enrollment, and agree that they are commercially reasonable based on your particular needs, the size, type and frequency of Payment Orders that you expect to issue, and to your knowledge, the security procedures that are in general use by similarly situated banks and their customers.

You agree to comply with all Standard Security Procedures and the Optional Funds Transfer Security Procedures that you designate on your Enrollment. You also agree to be bound by any Payment Order or instruction issued or purportedly issued in your name, whether or not it was authorized or contains errors or omissions, that we accept or execute in compliance with the Standard Security Procedures and any Optional Funds Transfer Security Procedures for which you have checked the applicable "YES" box on the Enrollment.

The Standard Security Procedures and Optional Funds Transfer Security Procedures are not intended to be a substitute for your own policies, procedures, and internal controls regarding funds transfers. You are solely responsible for establishing and maintaining your own commercially reasonable security policies, procedures, and internal controls to safeguard against the creation or transmission of any unauthorized funds transfers. You agree that you will not cause or permit any person to create or transmit a Payment Order in the absence of commercially reasonable supervision and safeguards, and that you will take commercially reasonable steps to maintain the confidentiality of the Standard Security Procedures and Optional Funds Transfer Security Procedures, your internal security procedures and controls, and any passwords, codes, security devices and related instructions that we provide. You are bound by and will indemnify us for unauthorized funds transfers to the fullest extent permitted by this Agreement, UCC 4A and other applicable law, including transactions initiated by an Authorized Transactor with or without your knowledge or authorization.

You agree to prevent the disclosure within and outside of your business, organization or household, except on a need-to-know basis, of any of the specific Standard Security Procedures or Optional Funds Transfer Security Procedures that apply to your accounts, including all codes assigned on the Enrollment. You agree to notify us immediately by calling our Customer Service Center toll-free at 800-894-6900 if you discover or have reason to believe that the confidentiality of any Security Procedure has been compromised. You assume full responsibility and agree to indemnify us for all losses resulting from the use of Security Procedure information within your control by any person other than our employees.

If you submit a Payment Order to us by telephone, facsimile, mail or messenger without first submitting an Enrollment, and we elect in our discretion to execute the Payment Order, then you will be deemed to have rejected all Optional Funds Transfer Security Procedures, and all Authorized Transactors for your deposit account will be deemed to have the requisite authority to issue and confirm Payment Orders and other instructions relating to Funds Transfers from the account.

Funds transfers and Payment Orders are subject to a 2:00 p.m. Cut-off Time. Any Payment Order or any instruction canceling or amending a Payment Order that we receive after 2:00 p.m. on a Banking Day, or that we receive on a day that is not a Banking Day, will be deemed to have been received and effective at the start of the next Banking Day.

**Internal Funds Transfers.** Subject to any limits imposed by applicable law, you and any Authorized Transactor may transfer funds between any savings or checking accounts that you own and maintain with us by visiting one of our Branches, or by making the transfer at an ATM that permits such transfers, or through Bank-by-Phone or Online Banking, as long as the accounts have a common Taxpayer Identification Number. Internal funds transfers are subject to the same limits and signature authority as written withdrawals from your account and may be initiated by any Authorized Transactor. Funds transfers from your account to another account maintained with us under a different Taxpayer Identification Number or to an account maintained at another financial institution must be made with a Payment Order. All internal funds transfers are governed by the terms of this Agreement, supplemented, as applicable, by UCC 4A.

### **Special Rules and Disclosures for Consumer Electronic Funds Transfers**

This section of the Agreement contains special rules and disclosures concerning the rights and responsibilities you and we have under the federal Electronic Fund Transfers Act and Regulation E in connection with electronic funds transfers to or from consumer accounts. As used in this “Special Rules and Disclosures for Consumer Electronic Funds Transfers” section, the term “consumer accounts” means accounts that are established primarily for personal, family, or household purposes, and the term “electronic funds transfers” means transfers of funds initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing us to debit or credit a consumer account. Electronic funds transfers include ATM and point of sale transfers, Visa® Check Card transactions, direct deposits, preauthorized withdrawals of funds, Online Banking transactions and bill payment, electronic check conversion transactions and transfers initiated by telephone. This section of this Agreement does not apply to business accounts, personal accounts that are used in a trade or business or any other accounts that are not considered “consumer accounts” under Regulation E.

**Electronic Deposits and Withdrawals.** If you authorize us to accept deposits or honor withdrawals to or from a consumer account electronically, we will provide this service subject to our internal policies and procedures relating to consumer electronic funds transfers. Subject to these policies and procedures, you can arrange to have certain recurring payments (for example Social Security payments, payroll payments, or insurance or retirement payments) automatically deposited into a checking, NOW, savings or money market account. You can also arrange to have certain recurring withdrawals (for example loan payments or insurance premium payments) automatically paid from a checking, NOW, statement savings or money market account. If you wish to terminate electronic withdrawals, you must notify the payee and us by calling our Customer Service Center toll-free at 800-894-6900 at least 3 Business Days in advance of the next scheduled electronic withdrawal.

**Visa® Check Cards and ATM Cards.** When you open an account with us, you may apply for a Visa® Check Card and/or an ATM Card. You may use your Visa® Check Card or ATM Card to purchase goods or pay for services using a personal identification number (“PIN”) at merchants that display a Visa® or Star® logo, to obtain cash advances at any financial institution that displays a Visa® logo and at some merchants that display a Star® logo. You also may use your Visa® Check Card to conduct these transactions without a PIN.

You may use your Visa® Check Card or ATM Card at an ATM to withdraw cash from a checking, NOW or statement savings account, transfer available funds between checking and NOW accounts that you maintain with us under the same Taxpayer Identification Number, and perform balance inquiries and make deposits to your checking, NOW or savings account. You may also use your ATM Card at an ATM to conduct these transactions in a money market account that you maintain with us.

Purchases and cash advances that you make with your Visa® Check Card using a PIN are subject to an aggregate limit of \$1,500 per card per day and purchase and cash advances that you make without using a PIN are subject to an aggregate limit of \$2,500 per card per day. Withdrawals that you make at an ATM with a Visa® Check Card or ATM Card are subject to an aggregate limit of \$500 per card per day and funds transfers between eligible accounts are limited to the available balance in the account from which funds are transferred unless we advise you that a different limit is applicable.

You may not obtain a cash refund on purchases made with your Visa® Check Card. If a merchant gives you a credit for

returned merchandise or adjusts the price of goods or services that you purchased, we will credit your account when we receive notice of the return or adjustment from the merchant. It is your responsibility to handle any claim or defense that you may have with respect to goods or services that you purchased with your Visa® Check Card directly with the merchant that sold you the goods or services, and the existence of such a claim or defense will not relieve you of your obligation to pay, or our right to debit your account, for the total amount of the purchase.

All transactions conducted at an ATM using a Visa® Check Card or ATM Card are subject to verification and a 2:00 p.m. Cut-off Time. Transactions made after the 2:00 p.m. Cut-off Time on any Business Day or on a nonbusiness Day will not be processed until the following Business Day.

Some of the services described above may not be available at all ATMs or merchant point-of-sale terminals. We reserve the right to cancel a Visa® Check Card or ATM Card at any time for any lawful reason, including inactivity for a period longer than 182 days or 6 calendar months, and to restrict or prohibit their use for specific types of accounts or transactions and impose inactivity fees in accordance with our Customer Fee Schedule. We may also limit the amount and/or frequency of withdrawals or transfers and change previously imposed limits. We may elect not to pay or authorize Visa® Check Card and ATM Card transactions and other debits to your account if there are outstanding Visa® Check Card or ATM Card transactions that have not been posted. We may, but shall not be obligated to, pay or authorize Visa® Check Card or ATM Card transactions that exceed your available account balance, and in such a case, negative balance and overdraft fees will be imposed in accordance with this Agreement.

**Electronic Funds Transfers Initiated by a Third Party.** You may authorize a third party to initiate electronic funds transfers between your account and the third party's account. These transfers may be one-time occurrences or may recur as directed by you. These electronic funds transfers may use the ACH payment network or another payment network. Your authorization to the third party to make these transfers can occur in a number of ways, including in person, by telephone, over the Internet or through the electronic check conversion procedures discussed elsewhere in this Agreement. In all cases, the transaction will require you to provide the third party with your account number and financial institution information.

This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information to trusted third parties whom you have authorized to initiate an electronic funds transfer against your account.

**Limitations on Frequency of Transfers.** No more than 6 preauthorized, automatic, online or telephone transfers or withdrawals are permitted from money market accounts per statement cycle. Special rules and restrictions apply to deposit accounts with loan or line-of-credit sweep arrangements.

**Electronic Funds Transfer Service Fees.** Certain electronic funds transfers may be subject to a service fee. Service fees currently in effect are disclosed on the Customer Fee Schedule. The service fees are subject to change at any time. In addition, when you use an ATM not owned by us, the owner of the ATM terminal may charge you a fee.

**Card Services Security.** You are responsible for maintaining the security of your Visa® Check Card, ATM Card and your PIN. You agree not to give your Visa® Check Card or ATM Card to anyone else or let anyone else use it. You also agree not to reveal your PIN to anyone or to keep it written on or with your Card. You are obligated to notify us promptly of any loss or theft of your Visa® Check Card or ATM Card or PIN by calling our Customer Service Center toll-free at 800-894-6900.

**Documentation of Electronic Funds Transfers.** Each time you use your Visa® Check Card or ATM Card to conduct a transaction at an ATM other than a balance inquiry, the operator of the ATM is required to provide you with a receipt unless the ATM is not working properly, or you elect not to receive a receipt. Each time you conduct a point-of-sale transaction, the merchant is obligated to give you a receipt.

If you have arranged to have electronic deposits made to your account from the same payor at least once every 60 calendar days, you may call our Customer Service Center toll-free at 800-894-6900, log into Online Banking at [www.bankfinancial.com](http://www.bankfinancial.com), or call Bank-by-Phone toll-free at 800-244-2265 to find out whether we received the deposit. These electronic deposits will also appear on the periodic account statements that we provide or make available to you. You acknowledge and agree that we are not required to provide you with any other written notice to you concerning the receipt of your electronic deposits. We will provide or make a statement available to you for any month in which there was an electronic funds transfer made to or from your account.

If you have arranged to make electronic payments from your account and they vary in amount, the person or company you are paying will notify you at least 10 calendar days before each payment about the date and amount of the payment. You may ask your payee to notify you only if the payment will differ by more than a certain amount from your previous payment or when the amount of the payment will exceed certain limits that you established.

**Stop Payments.** If you have authorized regular electronic payments from your account, you may stop any of these payments by calling our Customer Service Center toll-free at 800-894-6900 or Notifying Us in Writing (as defined in this Agreement) at our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462. We must receive your stop payment order at least 3 Business Days or more before the scheduled transfer date. If we receive your stop payment order 3 Business Days or more before the scheduled transfer date, and we fail to execute the stop payment order, we will be liable for your losses or damages. If you give us notice by telephone, we will also require you to confirm your request in writing within 14 calendar days. Each stop payment order is subject to the applicable services fees set forth in our Customer Fee Schedule.

**Unauthorized Transactions.** Tell us at once if you believe there has been an unauthorized transaction conducted in your account or if your Visa® Check Card or ATM Card has been lost or stolen, or if an unauthorized person obtains your PIN. Tell us at once if you believe your Visa® Check Card or ATM Card or Account Access Information has been lost or stolen, or if you believe that an electronic funds transfer has been made without your permission using information from your check. You could lose all the money in your account plus your maximum overdraft line of credit, if any, if this occurs. Calling our Customer Service Center toll-free at 800-894-6900 is the best way of keeping your possible losses down. After notifying us by telephone, you must also Notify Us in Writing (as defined in this Agreement) at our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462 to confirm your telephone notification. All verbal notices that you are required or permitted to give us under this Agreement or applicable law should be given by calling our Customer Service Center.

If your Visa® Check Card or ATM Card is lost or stolen, or if an unauthorized person obtains your PIN, you could lose all the money in your account plus any amount available under your overdraft line of credit (if you have one). If you tell us within 2 Business Days after you learn of the loss, theft or unauthorized transaction, you can lose no more than \$50 if someone used your Visa® Check Card or ATM Card or PIN without your permission or if someone transfers funds from your account without your permission.

However, you could lose as much as \$500 if:

- You do not notify us within 2 Business Days after you learn of the unauthorized transaction, loss or theft of your Visa® Check Card or ATM Card or PIN; and
- We can prove that we could have stopped someone from using your Visa® Check Card or ATM Card or PIN or transferring funds without your permission if you had told us.

If your periodic account statement shows transactions that you did not make or authorize, notify us at once by calling our Customer Service Center toll-free at 800-894-6900. If you do not notify us within 60 calendar days after we send or otherwise make the periodic account statement available to you, you may not get back any money you lost after the 60 calendar days 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 these time periods.

We may rely upon any authorization of any Authorized Transactor to transfer funds, including those drawn to the individual order of any such person or persons authorizing the transfer, without further inquiry or regard to the authority of said person or persons or the use of the proceeds of said transfers. Requirements of countersignature, multiple signatures or other limitations imposed with respect to the use of checks, drafts or written instructions are inapplicable to electronic funds transfer transactions.

**Errors or Questions.** In case of errors or questions about your electronic funds transfers, please call our Customer Service Center toll-free at 800-894-6900 or Notify Us in Writing (as defined in this Agreement) at our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462 as soon as possible if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. You must contact us no later than 60 calendar days after we sent the first statement on which the problem or error appeared, and you must give us the following information:

- Tell us your name, account number and Visa® Check Card or ATM Card number (if applicable).
- Describe the error or the transfer and the date of the transaction 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 this information by telephone or in person, you must also Notify Us in Writing (as defined in this Agreement) at our Customer Service Center, 48 Orland Square Drive, Orland Park, IL 60462 of your complaint or question within 10 Business Days. We will notify you of the results of our investigation within 10 Business Days after we hear from you and will correct any error promptly. We will notify you of the results of our investigation within 20 Business Days if the notice

of error involves an electronic funds transfer to or from a new account. An account is considered a new account within 30 days after the first deposit to the account is made. If we need more time, however, we may take up to 45 days (90 days if the transfer involves a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally re-credit your account within 10 Business Days (20 days if the notice of error involves a new account) for the amount you think is in error so you will have use of the money during the time it takes us to complete our investigation. When we ask you to put your complaint or question in writing, we must receive it within 10 Business Days, or we may not provisionally re-credit your account.

If we determine that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation and we will debit your account for any amount provisionally re-credited. You may ask us for copies of documents used in the investigation.

**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, subject to certain exceptions. We will not be liable if, through no fault of ours, you do not have a sufficient available balance in your account to complete the transfer plus any applicable fees; the transfer would exceed the credit limit on your overdraft line of credit (if you have one); the ATM where you are making the transfer does not have enough cash; if the ATM or system was working improperly and you knew about the breakdown when you started the transaction; if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; if any merchant refuses to honor your Card; or if the account is subject to legal proceedings or other claims or actions. Except for your rights and our responsibilities actually stated in this Agreement and in cases of our gross negligence or willful misconduct, we are not responsible for any loss, injury or damage resulting from the use of your Visa® Check Card or ATM Card, any ATMs or other electronic funds transfer services and you waive all such claims.

**Termination.** We may terminate or limit the electronic funds transfer services we offer to you under this Agreement, including revocation of your Visa® Check Card or ATM Card, at any time and for any reason. All Visa® Check Cards and ATM Cards are our property and you agree to return them to us upon the termination of your electronic funds transfer services or sooner upon our demand. The rules, regulations and agreements that govern your deposit accounts apply to all transactions initiated with a Visa® Check Card or ATM Card and to all other electronic funds transfers affecting those accounts.

#### **Funds Availability**

**Your Ability to Withdraw Funds.** Our policy is to delay the availability of funds that you deposit in your account. During the delay, you may not withdraw the unavailable funds in cash from your account and we will not use the unavailable funds to pay checks or other Items that you have drawn on your account, or honor Visa® Check Card or ATM Card transactions, Payment Orders, ACH entries or other debits to the account.

**Determining the Availability of a Deposit.** The length of the delay is counted in Business Days from the day of your deposit. If you make a deposit on a Business Day before the designated Cut-off Time for a particular Branch, we will consider that day to be the day of your deposit. However, if you make a deposit after the designated Cut-off Time, or on a day that is not a Business Day, we will consider your deposit to have been made on the next Business Day. The Cut-off Time for all consumer deposits at our Branches will be the closing time for the Branch, or 8:00 p.m., whichever is earlier unless a different Cut-off Time is posted. You should contact your local Branch location to obtain its Cut-off and closing times. Deposits placed in a night depository are subject to the special rules set forth elsewhere in this Agreement. The length of the delay will vary depending on the type of deposit as explained on this page.

**Same-Day Availability.** Funds from the following deposits are available on the same Business Day of your deposit:

- U. S. Treasury checks that are payable to you.
- Wire transfers.
- Funds from electronic direct deposits to your account such as Social Security benefits and payroll payments.

If you make the deposit in person to a teller or a personal banker, funds from the following deposits are also available on the same Business Day of your deposit:

- Cash.
- State of Illinois checks and checks from general local governments that are located in Illinois if these Items are payable to you.
- Cashier's, official bank, certified and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders if these Items are payable to you.



**Next-Day Availability.** If you do not make your deposit in person to a teller or personal banker (for example, if you mail the deposit), funds from the above deposits will be available on the next Business Day after the day we receive the deposit.

**Other Check Deposits.** Funds from other check deposits will be available 1 business day after the day of deposit.

<b>When the funds from a day's total deposits are available</b>	<b>When funds are available if a Monday deposit is made</b>
All funds are available on the first Business Day after the day of deposit.	Tuesday

**Deposits Made at ATMs.** Funds from any deposit, whether in cash or by check, made at an ATM that we own or operate (a proprietary ATM) will be available on the second Business Day after the day of your deposit. We generally do not accept deposits at an ATM that is not owned or operated by us (a nonproprietary ATM), but if we do, the funds will not be available until the third Business Day after the day of deposit. All of our proprietary ATMs will have our name attached. Please visit our Internet Branch, [www.bankfinancial.com](http://www.bankfinancial.com), for a complete listing of the locations of our proprietary ATMs. We reserve the right to decline deposits at any ATM.

If you make a deposit at a proprietary ATM before 2:00 p.m. on a Business Day, we will consider the deposit to be made that day. Deposits made after 2:00 p.m. on any Business Day, or on a day that is not a Business Day will be considered deposited to your account as of the next Business Day. If you make a deposit at a nonproprietary ATM, the deposit will be subject to the Cut-off Time established by the operator of the nonproprietary ATM.

**Deposits Made through Mobile Deposit or Remote Deposit Capture.** Funds deposited through Mobile Deposit or Remote Deposit Capture will be available on the second Business Day after the day of your deposit.

If you make a deposit through Mobile Deposit or Remote Deposit Capture before 4:00 p.m. on a Business Day, we will consider the deposit to be made that day. Deposits made after 4:00 p.m. on any Business Day, or on a day that is not a Business Day will be considered deposited to your account as of the next Business Day.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You re-deposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last 6 months.
- There is an emergency, such as failure of communications or computer equipment.

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 seventh business day after the day of your deposit.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first 30 calendar days your account is open. Funds from cash and electronic direct deposits to your account will be available on the day we receive the deposit. Funds from wire transfers, and the first \$5,525 of a day's total deposits of cashier's, official bank, certified, teller's, traveler's and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the second Business Day after the day of your deposit. If your deposit of these checks (other than a U. S. Treasury check) is not made in person to a teller or a personal banker, the first \$5,525 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 second Business Day after the day of your deposit.

**Holds on Other Funds (Check Cashing).** If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 check for you, \$100 of funds already in your account will not be available until the first Business Day after the day we cashed the check.

**Holds on Other Funds (Other Account).** If we accept a deposit of a check that is drawn on another bank, we may make

funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

### Funds Availability Policy

Description of Deposit	When funds can be withdrawn by cash or check
Cash U.S. Treasury checks made payable to you Wire transfers U.S. Postal Money Orders Checks drawn on BankFinancial, NA Funds from electronic direct deposits to your account such as Social Security benefits and payroll payments	The same day we receive the deposit. Note: If you do not make your deposit in person to a teller or personal banker (for example, if you mail the deposit), funds from the above deposits will be available on the next Business Day after the day we receive the deposit.
State and Local Government Checks Federal Reserve Bank Checks Federal Home Loan Bank Checks Money Orders, Cashier's Checks All other deposits	Next Business Day

Note: Check deposits over \$5,525 may be subject to extended holds.

### Mobile Deposits Policy

Effective February 1, 2023, the Mobile Deposit Limits and Funds Availability have been adjusted to accommodate customers with increased mobile check deposits.

### Standard Mobile Check Deposit Limits

	Personal Accounts	Business Accounts (Non-RDC Customers)	Spectrum Customers	Spectrum Diamond	Commercial & Treasury Customers
<b>Per Deposit Limit AND Daily Deposit Limit</b>	\$3,500	\$5,000	\$15,000	\$25,000	\$50,000
<b>Funds Availability</b>	\$3,500 available (2) business days after deposit	\$5,000 available (2) business days after deposit	\$5,525 available (2) business days after deposit Plus, an additional \$9,475 available (3) business days after deposit	\$5,525 available (2) business days after deposit Plus, an additional \$19,475 available (3) business days after deposit	\$5,525 available (2) business days after deposit Plus, an additional \$44,475 available (3) business days after deposit
<b>Rolling 30-Day Deposit Limit</b>	\$10,000	\$15,000	\$50,000	\$100,000	\$250,000

**Rules Not Exclusive.** We reserve the right to grant faster funds availability in any circumstances that we deem appropriate.

### **Remote Deposit Capture (RDC) for Business Customers**

"RDC" is a remote deposit capture service that we offer through a third-party processor. RDC enables approved business customers to deposit checks electronically into their accounts by scanning images of the checks on a scanner connected to a computer and transmitting the scanned images to our designated third-party processor via the Internet for settlement. This Remote Deposit Capture for Business Customers" section of the Agreement contains the special terms and conditions that apply to your use of our RDC services.

**Computer Hardware and Software.** RDC users must, at their own expense, establish secure access to the Internet and either purchase or lease a scanner that is connected to a computer with a software operating system and Internet browser that meet the standards that our designated processor and we establish for the use of RDC services. If you purchase a scanner from us, the terms and conditions of the sale will be set forth in a separate bill of sale. The RDC software is browser-based and is accessible through our Online Banking system under licensing arrangements we have made with our third-party processor. You are solely responsible for maintaining, repairing, and upgrading all computer hardware and software operating systems, programs, and browsers that you use in connection with our RDC Services.

**Making Remote Deposits.** To make a remote deposit using RDC, you must first endorse the check that you wish to remotely deposit in conformity with the endorsement requirements set forth in this Agreement. You may then use your scanner to capture an image of the front and back of the check and the MICR encoding on the check. After you complete the scanning process, you may use the RDC software to transmit an electronic file containing the check images and all other required data to our designated processor via the Internet. Each time that you scan a check, you must stamp the word "Scanned" on the front of the check to ensure that the check or an image of the check will not remotely or physically be deposited more than once.

**Items Eligible for Remote Deposit.** RDC may only be used to remotely deposit images of "Eligible Checks." An Eligible Check is an original Item that constitutes a "check" as that term is defined in Regulation CC of the Federal Reserve Board, 12 CFR §229.2(k), and which is drawn on a financial institution that is chartered and located in the United States. The term Eligible Check does not include a check that is payable to someone other than you, a substitute check, an image replacement document, a remotely created check, a check that has previously been deposited or presented for payment, or a check that is drawn on an account that you own or that is owned by any of your officers, directors, employees, members, managers, partners or any entity affiliated with you through common ownership or control. You agree that each check image that you remotely deposit through RDC will be considered an "Item" within the meaning of Article 4 of the UCC.

**Daily Balancing.** To ensure the accuracy of the electronic files that you transmit to our designated processor through RDC, you must use the RDC software to balance the dollar amount of each deposit to the sum of the imaged checks prior to transmitting the electronic file containing the scanned check images. You may transmit multiple electronic files on a single day, but the number of electronic files and the total dollar amount of the checks that are included in the electronic files that you transmit on any given day must not exceed the electronic file limit and dollar amount limit specified in your Enrollment or as we may subsequently establish. The RDC software will not permit you to send any electronic files that exceed these limits. We reserve the right to change these limits at any time in our sole discretion without prior notice.

**Required Deposit Account.** As a condition to using our RDC services, you must establish and maintain a business checking account with us that will be used to settle all RDC transactions. We may establish minimum balance requirements for the required account in an amount that we determine, and we may change the minimum balance requirements at any time in our sole discretion. If we impose a minimum balance requirement, the required minimum balance will be a reserve amount held in your account for our protection against losses arising out of your use of the RDC services. The reserve amount cannot be withdrawn and must be maintained in your account at all times while you are using the RDC services. You authorize us to dishonor any checks, debits or withdrawal requests that would cause the balance in the account to fall below the required minimum balance. You may not close or change the ownership of or the Authorized Transactors for the required account without our prior approval. We may withhold, freeze, setoff or retain funds in the required account without prior notice to pay or protect amounts owed us, or if we determine for any reason that a risk of loss may be presented by any RDC transactions or your acts or omissions.

**Provisional Credit.** Check images that you remotely deposit through RDC will be provisionally credited to your required account on the Banking Day that we accept the electronic file containing the check images and enter the images into the collection process. Check images that you remotely deposit will be subject to the Cut-off Time and funds availability rules applicable to remotely deposited images, and to the same provisional credit, charge back and check processing rules and to all other provisions of this Agreement that would be applicable if you had physically deposited the original checks into your account at our Branch located at 48 Orland Square Drive, Orland Park, IL 60462.

**Time of Receipt.** We will not be deemed to have received a check image that you remotely deposit through RDC until we

have reviewed the electronic file containing the check image and have determined that it is accurate and conforms to our procedures and technical and operational requirements, and until we have received final payment and the images and data the electronic file contains are recorded on our data processing system as paid. We will have no liability to you, and you will be solely responsible, for any electronic file, check image or other information contained in an electronic file that our designated processor does not receive or that is altered or compromised prior to receipt.

**Record Retention.** You must securely store and retain the originals of all checks that you scan and transmit to us for 14 days after the date that you receive a periodic account statement from us indicating that we accepted and processed the electronic file containing the check images. You must destroy each original check upon the expiration of the 14-day retention period applicable to it, using a document shredder meeting our technical requirements or another commercially reasonable method of document destruction that we approve. You agree that you will promptly, and in no event later than 3 Business Days after receipt of our request, provide us with any original check that you have retained to aid in the clearing and collection process or the resolution of any claims or disputes with respect to any check or check image. If you fail to do so, you agree to indemnify us for any loss that we sustain due to such failure.

**Security Procedures.** You are solely responsible for establishing, maintaining and observing security procedures and internal controls to prevent unauthorized access to the RDC scanner and software and original checks, unauthorized RDC transactions, the scanning and transmission of check images more than one time, the deposit or negotiation of any original check that was previously deposited or scanned and transmitted through RDC, the retention of original checks for a longer time period than permitted by this Agreement, and any other acts, omissions or transactions that violate this Agreement. Your RDC security procedures must be acceptable to us in all respects, and must include, at a minimum, the maintenance of a secure Internet connection, scanning and removal of computer viruses or other harmful, intrusive or invasive codes, the imposition and enforcement of physical access restrictions to the RDC scanner and software and original checks, the assignment of confidential passwords to each person you authorize to conduct RDC transactions on your behalf, and the establishment of limits on each authorized user's authority to conduct RDC transactions. You also agree to limit access to the RDC scanner and software and all original checks to only those of your employees who must have access to conduct your business, to protect and maintain the confidentiality of all passwords that are assigned to such employees, and to conduct appropriate supervision of all employees with respect to RDC. We may require you to adopt specific policies, procedures and internal controls as a condition to your use or continued use of the RDC services. You assume the risk of and are solely responsible for all RDC transactions that are conducted by your officers, employees, agents and other persons under your direct or indirect control, and all losses and damages arising from such transactions, whether or not you have authorized such persons to conduct RDC transactions on your behalf, and agree to be estopped and precluded from asserting against us that transactions conducted by any such persons were unauthorized.

**Image Quality Requirements.** Each check image that you transmit through RDC must be of such quality that the following information can clearly be read and understood by a sight review of the image: the amount of the check; the payee of the check; the signature of the drawer of the check; the date of the check; the check number; the information identifying the drawer and the paying bank that is preprinted on the check, including the full-field MICR encoding on each check (including the American Bankers Association routing transit number, the number of the account on which the check is drawn, and when encoded, the amount of the check, the serial number and the process control field of the check), and all other information that was placed on the check prior to the time the check was scanned, including any required identification written on the front of the check and any endorsements applied to the back of the check. Each check image shall also meet all standards for image quality established by the American National Standards Institute, the Board of Governors of the Federal Reserve or any other regulatory agency, clearinghouse or association.

**Rejection of Electronic Files.** We have no obligation to accept an electronic file that you transmit to our designated processor through RDC, and may reject any electronic file or the check images or other information contained in the electronic file in our sole discretion for any reason, including the failure of the electronic file to comply with this Agreement or our internal procedures or technical requirements, the existence of errors or imbalances in the electronic file, our suspicion of fraudulent or unlawful activity, and any other circumstances that we believe may present a risk of loss to you or us. We shall have no obligation to notify you of our rejection of an electronic file. We may, in our sole discretion, and without any obligation to do so, elect to correct errors that exist in an electronic file and accept and process the corrected electronic file after making such adjustments to the amount of your deposit in any manner that we deem appropriate.

**Dishonored Checks.** If check images that you remotely deposit through RDC are dishonored or otherwise returned unpaid by the drawee bank, or are returned by a clearing agent for any reason, including issues relating to the quality of the check image, you acknowledge that, since you either have possession of or have destroyed the original check, it will not be returned to you, and we may charge back the image of the check to your account. All dishonored check images are subject to the provisions of this Agreement relating to dishonored checks. Unless we otherwise agree, you will not deposit any

original check if an image of the check has previously been dishonored or charged back to your account. You may request us to re-present returned check images to the drawee or process returned check images according to your special instructions. However, we shall have no obligation to re-present any images of returned checks or to follow any special instructions that you give us, and we may decline to act on them in our sole discretion.

**RDC Warranties.** When you submit an Enrollment to us, and each time that you use RDC, you warrant and represent to us, on a continuing basis for as long as you use RDC, that you are not a “consumer” as defined under applicable state and federal law, and will use RDC for business purposes only; all information that you provide to us in your Enrollment and otherwise is true, complete and accurate and properly reflects your line of business, financial condition, results of operations and the identities of your principal partners, owners, officers and managers; you are not engaged in, or affiliated with, any businesses, products or methods of selling other than those that you have disclosed in your Enrollment; you will only use RDC to remotely deposit images of Eligible Checks; all of your checks and business transactions are and will be bona fide and lawful and will not contain any material alterations, and all signatures on checks and check images are and will be authentic and authorized; each check image that you transmit to us through RDC contains or will contain a true, accurate and complete image and representation of the front and the back of each original check and complies and will comply with the requirements of this Agreement; all data and other information that you submit to us, including data contained in the MICR line of each check, is and will be true, accurate and complete and complies and will comply with the requirements of this Agreement; you will not create duplicate images of any check, transmit a duplicate check image or electronic file to us, or deposit or otherwise negotiate the original of any original check of which an image was created; no subsequent transferee of a check, Item or image, including but not limited to us, a collecting or returning bank, a drawer, a drawee, a payee or an endorser, will be asked to pay the original check or other Item from which the image(s) was created or a duplication (whether paper or electronic, including ACH entries) of the check or other Item(s); no subsequent transferees of any check, Item or image, including but not limited to us, a collecting or returning bank, drawer, drawee, payee or endorser, will sustain a loss as the result of the fact that the image was presented for payment or returned instead of the original check or other Item; and no electronic files or check images contain or will contain any computer viruses or other harmful, intrusive or invasive codes. These warranties will survive the termination of this Agreement and your use of the RDC services for a period of 10 years.

**Fees and Charges.** You agree to pay us all fees and charges applicable to our RDC services as set forth in our Customer Fee Schedule or as provided or made available to you at the time of Enrollment. We may increase or otherwise change the fees and charges applicable to our RDC services, or impose new fees and charges, at any time in accordance with the terms and provisions of this Agreement.

**Contingency Plan.** You agree that from time to time you may not be able to capture, balance, process, produce or transmit an electronic file containing check images to us or our designated processor through RDC for any reason, including communications, equipment or software outages, interruptions or failures. In such a case, you must transport the originals of all checks and other Items that you wish to deposit to one of our Branches until the outage, interruption or failure is identified and resolved.

**Access to Information.** You agree to provide us, promptly upon our request, with such personal and business financial statements, income tax returns and other information concerning you and your officers, directors and owners as we may deem appropriate to perform initial or periodic reviews of your financial stability and business practices or to audit your compliance with this Agreement, applicable laws and regulations and your policies, procedures and internal controls that you have established in connection with your use of the RDC service. You also agree to provide us, upon request, with access to your places of business, facilities and books and records to audit your compliance with this Agreement and the effectiveness of your security procedures. You also agree to cooperate with us and provide us with such documentation and information as we may request in connection with any claims or disputes arising out of any check images that you transmit to us through RDC and any original checks.

**Processing Rules.** Unless we approve your RDC Enrollment for ACH transactions, your RDC transactions will be processed in accordance with the Check 21 Rules. If we approve you for ACH transactions, your RDC transactions will be processed at the discretion of our designated processor as either an ACH transaction or a Check 21 transaction. ACH transactions are governed by the provisions of this Agreement that apply to ACH transactions and Check 21 transactions are governed by the provisions of this Agreement that apply to checks and Check 21 transactions. You agree to abide by and be subject to such provisions, the ACH Rules, the Check 21 Rules and all other rules, laws and regulations relating to ACH and check transactions.

**Termination.** We offer two options for enrollment in the RDC service:

**Option 1**

We provide access to RDC services on an at-will basis. This means that we may cease providing RDC services to you without prior notice at any time and for any reason, including your breach of this Agreement or any applicable law or regulation, or our determination, in our sole discretion, that providing RDC services to you presents or might or could present undue risk or expense to us.

## Option 2

We offer a 24-month term for access to RDC services. The Agreement shall begin on the Effective Date and shall continue for an initial term of twenty-four months and on a month-to-month basis thereafter. The Bank may terminate this Agreement at will. This means that we may cease providing RDC services to you without prior notice at any time and for any reason, including your breach of this Agreement or any applicable law or regulation, or our determination, in our sole discretion, that providing RDC services to you presents or might or could present undue risk or expense to us. If the Bank terminates this Agreement no termination fee will be charged. Customer may terminate this Agreement during the 24-month term for convenience. Upon Termination for Convenience the customer shall promptly remit all unpaid monies due under this Agreement including a termination fee equal to the total monthly recurring fees for the remaining portion of the then current term. Following the initial twenty-four-month term, either party may terminate this Agreement upon thirty days prior written notice to the other party.

**Notwithstanding any such termination under Option 1 or Option 2, this Agreement shall remain in effect with respect to any transaction occurring prior to such termination. Upon any termination of this Agreement, (a) Customer will immediately cease using the Services, (b) Customer shall promptly remit all unpaid monies due under this Agreement and (c) all obligations of the parties shall terminate except that the warranties and representations and indemnification obligations of Customer contained herein shall survive. Notwithstanding the foregoing, Bank may at any time suspend Customer's access to the Services if Bank reasonably determines such suspension is necessary to protect the Services or Bank from harm or compromise of integrity, security, reputation, or operation.**

## Mobile Remote Deposit Services

Mobile Remote Deposit is designed to allow you to make deposits of checks ("Original Checks") to your Accounts with BankFinancial, NA ("Bank") from home or other remote locations by scanning the Original Checks and delivering the digital images and associated deposit information ("images") to us or our processor ("Processor") with your Mobile Device. The terms "Bank" and "Processor" may be used interchangeably when used in relation to any services performed by a Processor on behalf of Bank including, but not limited to, the receipt and processing of images and check data and any notices related thereto.

You may enroll for Mobile Deposit by logging in to Mobile Banking and completing the Enrollment procedures. As a subscriber to Mobile Remote Deposit (the "Service"), you agree to be legally bound by this Addendum ("Addendum"), which becomes a part of our Online Banking Agreement and supplements our Customer Agreement and Disclosure Statement.

This Addendum and other separate documents relating to your BankFinancial Account, including, but not limited to, the Customer Agreement and Disclosure Statement, the Online Banking Agreement, our Funds Availability Policy, the Privacy Principles that our Board of Directors has adopted, our Truth in Savings Disclosure, our Electronic Funds Transfer Disclosure, our Customer Fee Schedule and your Signature Card(s) are collectively referred to in this Addendum as the "Account Documentation" between BankFinancial ("Bank") and you ("Customer," "you," "your," "yours"). The terms of the Account Documentation are hereby ratified, affirmed and incorporated herein and shall continue to apply in all respects, as amended hereby.

You acknowledge and agree that Mobile Remote Deposits that you make using this Service is not an "Electronic Fund Transfer" as that term is defined in Federal Reserve Board Regulation E.

By clicking the "I Agree" button at the conclusion of this Addendum or by using or continuing to use the Service, you agree to this Addendum. In the event of a conflict between this Addendum and the Account Documentation, this Addendum will govern with respect to the Service and your use of the Service.

1. **Limits.** Mobile Deposits are limited in amount to \$3,500.00 per day, with a rolling 30-day limit of \$5,000.00. Other limits apply for Spectrum Customers and Commercial/Treasury Customers. Please refer to the Customer Agreement Disclosure (CAD) for details.
2. **Eligible Items.** You hereby agree that you will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). You agree that the image of the check that is transmitted to Bank (each such check and other item is referred to in this Addendum as a "Check" and, if more than one, "Checks") shall be deemed an "item"

within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). You further agree that you will not use the Service to deposit any Checks or other items that: (a) are payable to any person or entity other than yourself, (b) are drawn, or otherwise issued, by you on any of your Accounts maintained at another financial institution, (c) are prohibited by Bank's then current procedures pertaining to the Service or are in violation of any law, rule or regulation, (d) you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the Account on which the Checks are drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, and (g) are not acceptable to Bank for deposit into a deposit Account as provided in the Customer Agreement and Disclosure Statement (Checks described in clauses (a) through (g) are referred to in this Addendum individually as a "Prohibited Check" and, collectively, as "Prohibited Checks"). If you deposit a Prohibited Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Bank's written consent to do so, you provide Bank with an electronic representation of a substitute Check for deposit into an Account instead of an Original Check, you agree to indemnify and reimburse Bank for, and hold Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorney's fees) Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

3. Requirements. You understand you must, and hereby agree to, at your sole cost and expense, use a mobile device that meets all technical requirements for the proper delivery of the Service and that fulfills your obligation to obtain and maintain secure access to the Internet. You understand and agree you may also incur, and shall pay, any and all expenses related to the use of the Service, including, but not limited to, telephone service or Internet service charges. You are solely responsible for the payment of any and all costs and expenses associated with meeting and maintaining all technical requirements and additional items necessary for the proper use of the Service. You understand and agree that you are solely responsible for the operation, maintenance and updating of all equipment, software and services used in connection with the Service and the cost thereof, and you hereby agree that you will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades, and replacements. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Bank is not responsible for, and you hereby release Bank from, any and all claims or damages resulting from, or related to, defects in or malfunctions of your computer hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Bank hereby advises you, and you hereby agree to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses.

Each image must provide all information on the front and back of the Original Check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the Original Check, MICR information, signature(s), any required identification written on the front of the Original Check and any endorsements applied to the back of the Original Check. The image quality must meet the standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other regulatory agency, clearing house or association.

Endorsements must be made on the back of the share draft or check within 1½ inches from the top edge, although we may accept endorsements outside this space. Your endorsement must include your signature and your Account number and "FOR MOBILE DEPOSIT." Any loss we incur from a delay or processing error resulting from an irregular endorsement or other markings by you will be your responsibility.

A check payable to two payees must be endorsed by both payees. If the check is payable to you or your joint owner, either of you can endorse it. If the check is made payable to you and your joint owner, both of you must endorse the check.

4. Security Interest. You grant Bank a security interest in all of your Accounts or other deposits (whether general or special) at the Bank, and in all funds in such Accounts or other deposits, to secure your obligations to Bank under this Addendum. This security interest will survive termination of this Addendum.
5. Receipt of Deposit. All images processed for deposit through Mobile Deposit will be treated as "deposits" under the Customer Agreement and Disclosure Statement, the Online Banking Agreement and the other Account Documentation. When we receive an image, we will attempt to confirm receipt via email to you to an email address that you designate to us. We shall not be deemed to have received the image for deposit until we have confirmed receipt to you.

Confirmation does not mean that the image contains no errors. Notwithstanding the fact that we have accepted a Mobile Deposit for processing, any credit made to your Account shall be provisional, and you shall remain liable to us for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against us. We shall have no liability to you for the rejection of a Mobile Deposit or the Images or other information contained therein or for our failure to notify you of such rejection. We are not responsible for any image that we do not receive. Following receipt, we may process the image by preparing a "substitute check" or clearing the item as an image. We reserve the right, at our sole and absolute discretion, to reject any image for remote deposit into your Account. We will notify you of rejected images.

6. Original Checks. After you receive confirmation that we have received an image, you must securely store the Original Check for 10 days after transmission to us and make the Original Check accessible to us at our request. Upon our request from time to time, you will deliver to us within 2 business days, at your expense, the requested Original Check in your possession. If not provided in a timely manner, such amount will be reversed from your Account. Promptly after such period expires, you must destroy the Original Check by first marking it "VOID" and then destroying it by cross-cut shredding or another commercially acceptable means of destruction. After destruction of an Original Check, the image will be the sole evidence of the Original Check.

You agree that you will never deposit the Original Check or present the Original Check to us or anyone else for payment. You understand that you are responsible if anyone is asked to make a payment based on an Original Check that has already been paid.

7. Returned Deposits. Any credit to your Account for checks deposited using Mobile Deposit is Provisional. As used herein, "Provisional" means that the credit is made to your Account subject to final payment of the Checks and subject to the terms of the Customer Agreement and Disclosure Statement. If Original Checks deposited through Mobile Deposit are dishonored, rejected or otherwise returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an Original Check will not be returned to you, but that we may charge back the amount of the Original Check and provide you with an image of the Original Check, a paper reproduction of the Original Check or a substitute check. You will reimburse us for all loss, cost, damage, or expense caused by or relating to the processing of the returned item. Without our approval, you shall not attempt to deposit or otherwise negotiate an Original Check if it has been charged back to you.

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

8. Your Warranties. You make the following warranties and representations with respect to each image: Each image is a true and accurate rendition of the front and back of the Original Check, without any alteration, and the drawer of the Check has no defense against payment of the Check. The amount, payee(s), signature(s), and endorsement(s) on the image and on the Original Check are legible, genuine, and accurate. You will not deposit or otherwise endorse to a third party the Original Check and no person will receive a transfer, presentment, or return of, or otherwise be charged for, the Original Check or a paper or electronic representation of the Original Check such that the person will be asked to make payment based on an item that has already been paid. There are no other duplicate images of the Original Check. The Original Check was authorized by the drawer in the amount stated on the Original Check and to the payee(s) stated on the Original Check. You are authorized to enforce and obtain payment of the Original Check. You have possession of the Original Check and no party will submit the Original Check for payment. With respect to each image, you make to us all representations and warranties that we make or are deemed to make to any party pursuant to law, regulation or clearinghouse rule. You agree that files and images transmitted to us will contain no viruses or any other disabling features that may have an adverse impact on our network, data, or related systems.

9. Compliance with Law. You will use Mobile Deposit for lawful purposes and in compliance with all applicable laws, rules and regulations. You agree to comply with all existing and future operating procedures used by Bank for processing of transactions. You further agree to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting Checks and drafts, including, but not limited to, all rules and procedural guidelines established by the Board of Governors of the Federal Reserve and the Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Bank is a member or to which rules Bank has agreed to be bound. These procedures, rules, and regulations (collectively the "Rules") and laws are incorporated herein by reference. In the event of conflict between the terms of this Addendum and the Rules, the Rules will control.



10. **Mobile Deposit Unavailability.** Mobile Deposit may be unavailable temporarily due to system maintenance or technical difficulties, including those of the Internet service provider, cellular service provider and Internet software. In the event that Mobile Deposit is unavailable, you may deposit Original Checks at our branches or through our ATMs or by mailing the Original Check to: BankFinancial, 6415 W. 95th St., Chicago Ridge, IL. 60415. You hereby acknowledge and agree that we shall not be liable to you for any loss or damage of any nature you sustain as the result of your inability to use the Service.
11. **Funds Availability.** The Cut-Off Time applicable to Mobile Deposits is Monday through Friday at 4:00 p.m. Chicago, Illinois Time. Mobile Deposits confirmed as received before 4:00 p.m. Chicago, Illinois Time on Monday through Friday will be considered deposited on that day. Mobile Deposits confirmed as received after 4:00 p.m. Chicago, Illinois Time and deposits confirmed received on a Saturday, Sunday or holiday at any time will be considered deposited on the next Business Day as defined in the Customer Agreement and Disclosure Statement. Funds from mobile deposits will be available to you within two Business Days from the date we provide you provisional credit for the Mobile Deposit.
12. **Mobile Deposit Security.** You will complete each deposit promptly. If you are unable to complete your deposit promptly, you will ensure that your mobile device remains securely in your possession until the deposit has been completed. It is your responsibility to establish and maintain procedures to safeguard against unauthorized deposits. You will notify us immediately by telephone at 800-894-6900 if you learn of any loss or theft of Original Checks. You will ensure the safety and integrity of Original Checks from the time of receipt until the time of destruction. If warranted in our reasonable judgment, we may audit and monitor you, and you agree to cooperate with us to permit such monitoring, to confirm that you have satisfied your obligations under this Addendum.
13. **Your Responsibility.** You are solely responsible for the quality, completeness, accuracy, validity, and integrity of the image. You are solely responsible if you, intentionally or unintentionally, submit fraudulent, incorrect, or illegible images to us or if Mobile Deposit is used, by authorized or unauthorized persons, to submit fraudulent, unauthorized, inaccurate, incorrect or otherwise improper or unusable images to us.

In addition, you agree that you will not modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the technology or Service, copy or reproduce all or any part of the technology or Service; or interfere, or attempt to interfere, with the technology or Service. We and our technology partners, inclusive of, but not limited to, Intuit, Inc. ("Intuit") and Vertifi Software, LLC ("Vertifi"), retain all rights, title and interests in and to the Services, software and development made available to you.

14. **Your Indemnification Obligation.** You understand and agree that you are required to indemnify us and hold us harmless, including our affiliates, officers, employees and agents against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and expenses arising from your use of the Services and/or breach of this Addendum. You understand and agree that this paragraph shall survive the termination of this Addendum.

You understand and agree that you are required to and will indemnify our technology partners, including but not limited to Intuit (as defined above) and Vertifi (as defined above), and hold harmless Intuit, its affiliates, officers, employees and agents, as well as Vertifi, its affiliates, officers, employees, and agents, from and against any third party claims, suits, proceedings, actions or demands, including to claims of another financial institution, business entity or governmental authority, and all losses, liabilities, damages, fines, penalties, costs and expenses, including court costs and reasonable attorney fees and expenses, arising from such claims, to the extent such claim is related to the Bank's or End User's use of the Services, Vertifi or Intuit Applications, unless such claim directly results from an action or omission made by Intuit or Vertifi in bad faith. You understand and agree that this paragraph shall survive the termination of this Addendum.

15. **DISCLAIMER OF WARRANTIES.** YOU AGREE THAT YOUR USE OF ANY REMOTE BANKING SERVICE AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ANY REMOTE BANKING SERVICE, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT ANY REMOTE BANKING SERVICE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED WILL BE ACCURATE OR RELIABLE OR THAT ANY ERRORS IN ANY REMOTE BANKING SERVICE OR TECHNOLOGY WILL BE CORRECTED.
16. **LIMITATION OF LIABILITY.** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF ANY REMOTE BANKING SERVICE, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN

INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. ANY PROVISION IN THIS ADDENDUM, ANY OTHER AGREEMENT OR THE RULES TO THE CONTRARY NOTWITHSTANDING, BANK SHALL ONLY BE LIABLE FOR DAMAGES SOLELY AND PROXIMATELY CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND BANK'S AGGREGATE LIABILITY SHALL IN NO EVENT EXCEED ONE THOUSAND DOLLARS.

17. Amendments. Bank may amend the terms of this Addendum at any time, in its sole discretion, by giving notice to you or as provided in the Customer Agreement and Disclosure Statement. If required by this Addendum or by applicable law, notice will be given for the applicable required number of days in advance of each such amendment. Your continued use of the Service shall constitute your agreement to such amendments. No amendments requested by you shall be effective unless received, and agreed to in writing, by Bank.

18. MISCELLANEOUS PROVISIONS.

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

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

WAIVER. No waiver by the Bank (whether or not in writing) of any term, condition, or obligation of you shall bind the Bank to waive the same term, condition, or obligation again, nor shall any other provision, condition, term, or obligation hereof be affected by such a waiver.

BINDING EFFECT. This Agreement shall inure to the benefit of and be binding upon the successors, heirs, trustees, and permitted assigns of the parties hereto.

ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof. All contemporaneous agreements or understandings concerning the subject matter hereof, whether oral or written, are merged into this Agreement.

TRANSFERS AND ASSIGNMENTS. You cannot transfer or assign any rights or obligations under this Agreement without Bank's written consent. The Bank may assign its rights and delegate its duties under this Agreement to a company affiliated with the Bank or to any other party.

### **Business Auto-Sweep Repurchase Agreements**

We offer a cash management program known as "Business Auto-Sweep" for business and governmental customers that submit an Enrollment that we accept. Business Auto-Sweep is a securities repurchase arrangement pursuant to which we will use any collected and available funds in your demand deposit account after the close of a Business Day (a "Purchase Date") that exceed the Target Balance that you designate on your Enrollment to purchase a fractional ownership interest for you in one or more Eligible Securities, and on an agreed-upon future date we will repurchase your fractional ownership interest in the Eligible Securities for a higher price subject to the terms and conditions of this Agreement (a "Repurchase Transaction").

The "Eligible Securities" that we use in the Business Auto-Sweep program are investment grade debt securities that we own and maintain in book entry form with a custodian, and which are either issued or guaranteed by the United States or an agency or instrumentality thereof, or a state or political subdivision. We may sell additional fractional ownership interests and grant corresponding security interests in any Eligible Securities in which you have a fractional ownership interest to other participants in the Business Auto-Sweep program. Participants in the Business Auto-Sweep must execute such documents and agreements as are required by the custodian.

Business Auto-Sweep enables you to initiate a Repurchase Transaction or a series of Repurchase Transactions by providing us with a written direction on a form that we approve. This information must be provided at a full-service Branch. Upon our approval of the written direction, we will sell and transfer a fractional ownership interest in an Eligible Security to you and will deduct the purchase price that we charge for your purchase of the fractional ownership interest (the "Purchase Price") from your demand deposit account. The Purchase Price for each fractional ownership interest that you purchase in an Eligible Security will be your fractional ownership interest (expressed as a percentage of total ownership) in the Eligible Security, multiplied by ninety percent (90%) market value of the Eligible Security (determined from Bloomberg or another nationally recognized source for securities quotations) as of the last day of the immediately preceding calendar month.

We agree that we will repurchase, on the next Business Day after the Purchase Date or on another mutually agreed date (the "Repurchase Date"), the fractional ownership interest in the Eligible Security that you purchased from us for a repurchase price (the "Repurchase Price") that will be equal to the sum of the Purchase Price and the Price Differential for the Repurchase Transaction. The Price Differential for a Repurchase Transaction will be the amount that is calculated through the daily application of the Pricing Rate to the Purchase Price on a 365/365 day per year basis for the actual number of days during the period beginning on (and including) the Purchase Date and ending on (but excluding) the Repurchase Date. The Pricing Rate for a Repurchase Transaction will be the rate of interest that we establish for the Repurchase Transaction.

We will provide you with a written Confirmation identifying the Eligible Security involved in each Repurchase Transaction that we execute for you, the fractional ownership interest that you purchased in the Eligible Security, the Purchase Date, the Purchase Price, the Pricing Rate, the Repurchase Date, the Repurchase Price, any additional terms or conditions that apply to the Repurchase Transaction and any other information that may be required to disclose to you under applicable law. The Confirmation for a Repurchase Transaction, together with this Agreement, shall constitute conclusive evidence of the agreed-upon terms of the Repurchase Transaction. We may send Confirmations to you by e-mail or any other method of notification that is permissible under this Agreement.

If the market value of an Eligible Security falls below one hundred and ten percent (110%) of the aggregate Purchase Prices that you and other persons paid us to purchase the outstanding fractional ownership interests in the Eligible Security, we will either offer to repurchase your fractional ownership interest in the Eligible Security prior to the Repurchase Date for a prorated Repurchase Price, or transfer a fractional ownership interest in another Eligible Security to you in an amount sufficient to make the market value of your combined fractional ownership interests in the Eligible Securities equal to at least one hundred and ten percent (110%) of the Purchase Price that you paid for your fractional ownership interest in the original Eligible Security.

Your purchase of a fractional ownership interest in an Eligible Security in a Repurchase Transaction does not give you an ownership interest in or entitle you to receive any interest, dividends, or other distributions ("Income") in respect to the Eligible Security. We retain ownership in and are entitled to receive all Income in respect to each Eligible Security without regard to any fractional ownership interests that we have sold to you and other persons. If you receive any Income in respect to an Eligible Security in which you have purchased a fractional ownership interest, you agree to transfer or otherwise return such Income to us immediately and in full on the date of receipt. You agree that you will not sell, transfer, pledge or hypothecate your fractional ownership interest in any Eligible Securities.

Although it is our mutual intention that all Repurchase Transactions will be considered and accounted for as sales and purchases of fractional ownership interests in Eligible Securities, in the event that any Repurchase Transaction is ever deemed to be a loan, we shall be deemed to have granted you a security interest in each Eligible Security in which you have a fractional ownership interest. Your security interest in an Eligible Security will have equal priority with all other security interests that we granted to other persons in the same Eligible Security and will be released and shall terminate without the need for further action on either of our parts immediately upon our repurchase of your fractional ownership interest in the Eligible Security.

All transfers of funds made in connection with a Repurchase Transaction shall be made in immediately available funds. All transfers of fractional ownership interests made in connection with a Repurchase Transaction shall be made pursuant to the book entry system used by the custodian in accordance with its standard procedures for the recording of sales, transfers or pledges of fractional interests in book entry securities. We retain and shall have the exclusive right to provide directions to the custodian as provided in this Agreement absent an Event of Default (defined below) in which we are the defaulting party.

If we retain possession of any Eligible Securities in which you purchase a fractional ownership interest, we will segregate them from our other securities to the extent that segregation is required by applicable law. Any required segregation may be accomplished by appropriate identification on our books and records and the books and records of the custodian, or by any other permissible method. You agree that we may, and grant us the right to, substitute another Eligible Security for any Eligible Security in which you have a fractional ownership interest by sending written notice of the substitution to you and the custodian through any method of notification permitted by this Agreement or applicable law, provided that we may not make a substitution unless the value of your fractional ownership interest in the substituted Eligible Security (determined by multiplying the market value of the Eligible Security by your percentage fractional ownership interest in the Eligible Security) is equal to or higher than the value of your fractional ownership interest in the original Eligible Security at the time of substitution. Upon the substitution, your security interest in the original Eligible Security will be released and terminated without the need for further action on either of our parts, but we will be deemed to have granted you a security interest on equivalent terms in the substituted Eligible Security.

**REQUIRED DISCLOSURE FOR TRANSACTIONS IN WHICH THE SELLER RETAINS CUSTODY OF THE PURCHASED SECURITIES.** Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they may be subject to liens granted by Seller to third parties and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to re-segregate substitute securities for Buyer will be subject to Seller's ability to satisfy any lien or to obtain substitute securities.

The following events or occurrences will each be considered an "Event of Default" in connection with any Repurchase Transaction conducted pursuant to this Agreement: (a) our failure to transfer on the Purchase Date, or to repurchase on the Repurchase Date for the Repurchase Price, a fractional ownership interest in an Eligible Security in any Repurchase Transaction that you initiated and we approved; (b) your failure to purchase and pay the Purchase Price on the Purchase Date, or resell to us for the Repurchase Price on the Repurchase Date, a fractional ownership interest in an Eligible Security in any Repurchase Transaction that you initiated and we approved; (c) the failure of either of us to comply with any term or condition of this Agreement; and (d) either of us becomes insolvent, makes an assignment for the benefit of creditors or commences or is the debtor in any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law (an "Act of Insolvency"). The non-defaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare that an Event of Default has occurred, and upon the exercise or deemed exercise of such option, the Repurchase Date for each Repurchase Transaction shall, if it has not already occurred, be deemed to have occurred immediately, and the Purchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed to have been immediately canceled. Except upon the occurrence of an Act of Insolvency, the non-defaulting party shall give notice to the defaulting party of the exercise of such option as promptly as reasonably practicable.

In a Repurchase Transaction in which we are the defaulting party, our obligation to repurchase your then outstanding fractional ownership interests in an Eligible Security at the Repurchase Price on the Repurchase Date shall become immediately due, and if we fail to fulfill our repurchase obligation, you shall have the right to direct the custodian to sell the Eligible Security and apply the proceeds thereof to the unpaid Repurchase Price due to you and any amounts due to other holders of fractional ownership interests or security interests in the Eligible Security, in each case on a pro rata basis as their interests may appear.

In a Repurchase Transaction in which you are the defaulting party, your obligation to resell your then outstanding fractional ownership interests in an Eligible Security for the Repurchase Price on the Repurchase Date shall become immediately due, and upon our tender of payment of the aggregate Repurchase Price or the deposit of the same into your demand deposit account, you shall be deemed to have sold, and we shall be deemed to have repurchased, your fractional ownership interest in the Eligible Security, and all of your rights, title and interest in and entitlement to the Eligible Security shall be deemed transferred to us and relinquished.

We mutually agree that each Repurchase Transaction is intended to be a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Repurchase Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable). We further agree that we intend that our respective rights to liquidate Eligible Securities delivered in connection with Repurchase Transactions or to exercise any other remedies pursuant hereto are contractual rights to liquidate such Repurchase Transactions as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

Please note the following important additional disclosures concerning Repurchase Transactions:

- REPURCHASE TRANSACTIONS AND FUNDS HELD BY US PURSUANT TO A REPURCHASE TRANSACTION ARE NOT DEPOSITS AND THEREFORE ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION.
- The Securities Investor Protection Corporation has taken the position that the provisions of the Securities Investor Protection Act of 1970 do not protect purchasers of fractional ownership interests in a Repurchase Transaction.
- Federal law prohibits assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 from being used in a Repurchase Transaction.

## Safe Deposit Box Rentals

We offer safe deposit box rentals at certain Branches to customers who submit an Enrollment that we approve. All safe deposit box rentals are subject to the terms and conditions of this Agreement and are not leases of real property.

A safe deposit box may be rented by one Renter, or up to three Co-renters. Co-renters have equal rights of access to the safe deposit box and any single Renter may close the safe deposit box and access and remove any or all of its contents. All Renters and Co-renters are Authorized Transactors in connection with the safe deposit box and its contents. We have no responsibility to any Co-renter for any property removed from a safe deposit box by another Co-renter or Deputy.

A Renter may appoint up to two Deputies for a safe deposit box. A Deputy is an agent of the Appointing Renter and has the authority to act on behalf of the Appointing Renter with respect to the safe deposit box, its contents and this Safe Deposit Agreement, and is an Authorized Transactor to the same extent as the Appointing Renter. Only the appointing Renter can revoke the authority of a Deputy, provided that the death of an Appointing Renter shall automatically terminate the authority of a Deputy that he/she appointed. We shall be entitled to conclusively presume that a Deputy has the authority to act on behalf of the Appointing Renter until such time as we receive actual notice in writing from the Appointing Renter that the authority of a Deputy that he/she appointed has been revoked by the Appointing Renter or written notice of the death of the Appointing Renter, and in each case, we have had a reasonable time to act upon such notification.

We will provide two keys to access the safe deposit box, regardless of the number of Renters and Deputies. Each Renter and Deputy agrees to exercise reasonable care to protect the safety and security of the key, to return it to us at a full-service Branch upon the closure or surrender of the safe deposit box, and not to duplicate the key or make it available to any other person other than a Renter or Deputy. If you lose the key, you must notify us of the loss by calling our Customer Service Center toll-free at 800-894-6900 and you will be responsible for the cost of changing the lock on the safe deposit box and issuing a new key.

Safe deposit boxes and their contents can only be accessed during normal business hours at the Branch where the safe deposit box is located. We reserve the exclusive right to establish hours of access to safe deposit boxes and to change them from time to time without notice. We can suspend access to any safe deposit in the event of a disaster or emergency, to make repairs or alterations or for any other lawful reason.

The initial rental term for a safe deposit box is 1 year. The rental term will automatically renew for successive 1-year terms unless you or we close the safe deposit box on or before the last day of the current rental term. The fees related to safe deposit boxes are published in our Customer Fee Schedule.

The Safe Deposit Agreement will specify the amount of the initial annual rent and the required security deposit. Annual rent is payable in advance. If you close the safe deposit box prior to the expiration of any 1-year term, you will not be entitled to a refund of any portion of the annual rent. We can change the amount of the annual rent and/or security deposit at any time after the expiration of the initial 1-year term, and if we do so, we will give you prior notice and an opportunity to surrender or close the safe deposit box before the change becomes effective. If you fail to pay rent by the date it is due, a late fee may be added to the amount that you owe. If all rent and late fees are not paid when due or if you fail to surrender the keys for the safe deposit box after the termination or expiration of the rental term, we may deny you access to the safe deposit box and its contents.

We may use the security deposit to pay any indebtedness or other obligations that a Renter owes us and may deduct the amount of any unpaid rent and late fees from any account that any Renter maintains with us.

All Renters and Deputies agree to comply with our Safe Deposit Box Policies and Procedures, as amended from time to time (the "Rules"). The Rules are available in any Branch where we offer safe deposit box rentals. Each Renter is jointly responsible for any damage caused by any Renter or Deputy to a safe deposit box.

We can close a safe deposit box at any time without prior notice upon the occurrence of a default under the Safe Deposit Agreement or a breach of the Rules, and in the absence of such a default or a breach, upon 30 days prior written notice to any Renter. If we elect to terminate your safe deposit box rental prior to the expiration of its current term, we will refund the unearned rent on a pro rata basis. Subject to each Renter's responsibility for rent for the remainder of the then current annual term, a Renter can terminate a safe deposit box rental at any time by following the applicable Rules.

Each Renter and Deputy agrees to give us prompt written notice at the address set forth in the Notices section of this Agreement, and in any case prior to the next access by any Renter or Deputy to the safe deposit box, of the death, incapacity or incompetence of any Renter or Deputy, or the dissolution or annulment of any Renter's marriage. Renters should

consult their legal counsel regarding ownership rights to the contents of a safe deposit box, including ownership rights upon the death or incapacity of a Co-renter.

No safe deposit box shall be used to store guns, ammunition, explosives, or anything unlawful, dangerous, flammable, or perishable, or that we determine is a nuisance or hazard or otherwise inappropriate for storage in a safe deposit box. No safe deposit box shall be used to store cash or currency having an aggregate value of more than \$10,000 unless the Renter or Deputy files a written declaration with us on a form that we have approved declaring the initial aggregate value of such property and any subsequent change in its aggregate value.

If you fail to remove the contents of a safe deposit box after it is closed or the rental term terminates or expires, we can enter the safe deposit box and remove its contents by any means that we choose, including forced entry. In such event, we will be entitled to conduct a commercially reasonable sale of any noncash contents of the safe deposit box and use the proceeds of sale, together with any cash that was in the safe deposit box at the time of our entry, to satisfy unpaid rent or any other amount a Renter owes us, and to exercise any setoff rights that we have against a Renter.

The contents of safe deposit boxes are subject to the abandoned property laws of the State of Illinois. These laws require us to turn over to the State of Illinois any funds or other personal property removed from a safe deposit box on which the rental period has expired due to nonpayment of rental charges or other reason that have been unclaimed by the owner for more than 5 years from the date on which the rental period expired.

The contents of a safe deposit box are not insured by the Federal Deposit Insurance Corporation and may not be protected against loss under our insurance coverage. You should insure the contents of your safe deposit box against loss with your own insurance company. You should also keep a list, descriptions, photographs, proof of ownership and appraisals of all property stored in a safe deposit box.

#### **Additional Terms and Conditions**

**Death or Incompetence.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay or collect Items in your account until we know of your death or the adjudication and have a reasonable opportunity to act on that knowledge. Even with knowledge of your death, we may pay checks drawn on or before the date of death for a period of 10 days after the date of death, unless a person claiming an interest in the account orders us to stop payment. We reserve the right to require such documentation as we believe is necessary under the circumstances to establish the death of an owner of an account and the legal authority of the estate representative prior to the disbursement of funds.

**Unclaimed Property.** We are required to turn over to the State of Illinois any property that is presumed to be abandoned under the Illinois Uniform Disposition of Unclaimed Property Act. This law generally presumes that you have abandoned funds in a deposit account unless, within a 3-year period, you make a deposit or withdrawal to the account, present your passbook to us for the crediting of interest or write to us about the account, or a memorandum in our records shows that you have otherwise indicated your interest in the account during the 3-year period. The 3-year period generally does not begin to run for CDs until the expiration of the first rollover term, or for individual retirement accounts until the date you reach the age at which distributions from the account become mandatory under law. The State of Illinois has procedures that enable you to reclaim any property that we are required to treat as abandoned.

**Inactive Accounts.** A checking account is considered inactive if there has not been a deposit, withdrawal, or non-automated transfer in the account for more than one (1) year. Savings and money market accounts are considered inactive if there has not been a deposit, withdrawal, or non-automated transfer in the account for more than two (2) years. A CD account is considered inactive 2 years prior to the date on which the CD account will be considered abandoned property under the Illinois Uniform Disposition of Unclaimed Property Act. If we classify your account as inactive, we may stop sending you account statements, notices, and communications, stop paying interest on the account if and to the extent permitted by applicable law, and impose inactivity fees in accordance with our Customer Fee Schedule. We may also charge an inactivity fee for any instrument for which we are directly liable that is not presented to us for payment within one year from the date the instrument was payable, or if the instrument is payable on demand, within one year from the date of issuance.

**Security Interest.** You hereby grant us a consensual security interest in all deposit accounts (other than your IRA or tax-deferred Keogh Retirement Accounts, or accounts in which your right of withdrawal arises only in a representative capacity) that you now maintain or hereafter open or maintain with us to secure all of your obligations and liabilities to us, whether now existing or hereafter arising, including, without limitation, obligations arising under or related to this Agreement or any loan or other extension of credit we have made to you or which you have guaranteed. This security interest is

consensual and confers rights on us that are separate from any right of setoff or deduction that we may have against your property, funds, or account.

**Right of Setoff.** We may generally take funds in your accounts with us that you or others deposit and apply those funds to amounts you owe us on any of your accounts with us. This is commonly referred to as a setoff. Our setoff rights are different from, and in addition to, other rights we have under this Agreement to deduct funds from your account or charge your account for amounts that you owe us. We may deduct amounts you owe us from any account you maintain with us without notice to you at any time, without regard to the origin of deposits to the account or beneficial ownership of the funds. Applicable laws and regulations may impose some conditions or limits on our ability to take or setoff funds from your accounts with us and from accounts you may own with others. To the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any of your accounts (and accounts you own with others) with us or with our affiliates to any amounts you owe us. We may use funds held in your joint accounts to repay the debts on which any one of you is liable, whether jointly with another or individually. If you are the beneficiary of a trust account, you agree that we may setoff or use funds in the trust account that you beneficially own to repay your obligations to us. We are not liable to you for dishonoring Items where the exercise of our right to setoff results in insufficient available funds in your account. Some government payments may be protected from attachment, levy, or other legal processes under federal or state law. If such protections may apply, to the extent that you may do so by contract, you waive any and all of these protections and agree that we may take or setoff funds, including federal and state benefit payments, from your accounts to pay overdrafts, fees and any other amounts you owe us.

**Paying Agent Customers.** All rights of setoff stated in the *BankFinancial* Customer Agreement and Disclosure Statement applicable to *BankFinancial* deposit accounts do not apply to BankFinancial Paying Agent accounts. Refer to the Master Paying Agency Agreement for policy.

**Legal Process.** If a legal, regulatory or governmental proceeding is brought involving your account, including a garnishment, attachment, citation to discover assets, tax levy or lien, or any similar proceeding, you will not be able to withdraw any funds in your accounts that are covered by the proceeding, and we will not be liable to you for any money in your accounts that we determine in good faith must be held or paid to a court or a third party because of the proceeding, even if paying or holding the money leaves insufficient funds in an account to pay outstanding checks or other Items. We charge fees for receiving, researching, processing and responding to legal, regulatory or governmental proceedings involving your account and the reproduction and production of documents in response to legal process, and these fees are listed on our current Customer Fee Schedule. Any garnishment or similar legal action involving your account is subject to our right of setoff and security interest to the fullest extent permitted by applicable law.

**Adverse Claims.** The Illinois Adverse Claims to Deposit Accounts Act, as amended, applies to all accounts that you open and maintain with us. We are not required to recognize any claim or claim of authority to any account made by a person other than the depositor in the absence of a court order issued by a court located in Illinois, or in our sole discretion, a surety bond in an amount and with coverage satisfactory to us. If we receive notice of an adverse claim, we may freeze or place a hold on sufficient funds to cover the adverse claim and leave the freeze or hold in effect for as long as it appears to us that the claim has a legal or factual basis. In our discretion, we may interplead some or all of the funds in the account with a court or seek other appropriate judicial relief, in which case you agree to reimburse us for all costs, charges and expenses, including reasonable attorney's fees that we incur in taking such actions.

**Disputes and Litigation.** If we become a party to or otherwise become involved in a dispute or legal action relating to or affecting your account, you agree to indemnify, compensate, and reimburse us for all losses, damages, costs, charges and expenses, including reasonable attorney's fees, that we incur as a result of such a dispute or legal action. This includes a dispute or legal action between you and us involving the account and disputes or legal actions between you and another joint owner or other Authorized Transactor, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner or a third party take action with respect to the account that causes us, in good faith, to seek the advice of counsel to comply with applicable law or protect our interests, whether or not we actually become involved in the dispute or legal action.

**Waivers.** We may waive or delay the enforcement of any of our rights under this Agreement without losing that right or any other right. If we elect in our sole discretion to waive the applicability of any fee, charge or provision of this Agreement with respect to any transaction(s) with you, such waiver will affect our rights to enforce the fee, charge or other provisions in any other transaction(s) with you or in any transaction(s) with other customers. No waiver that we elect to give will modify or amend this Agreement. No course of dealing, delay, omission, or failure on our part in exercising any rights will constitute a waiver of our rights under this Agreement or otherwise.

**Indemnity.** You agree to indemnify for and hold us harmless from all claims, costs, losses, damages, liabilities and expenses,

including reasonable attorney's fees, that we may sustain or incur that arise out of or relate in any way to any of the following: your breach or failure to perform or observe any provision of this Agreement or obligation that you have under this Agreement or any applicable law or regulation; any transaction conducted in your account by an Authorized Transactor; any overdrafts or returned deposits relating to your account; any provisional credit that we make to your account that is subsequently reversed; any chargebacks made to your account; our acting upon or following your instructions or direction, including instructions relating to Payment Orders and funds transfers that we execute; our reliance upon information that you provide us; your failure to comply with coding and endorsement standards and other technical specifications that we establish from time to time; your failure to comply with Standard or Optional Security Procedures that you or we establish for any account or account-related product or service; your breach of the ACH Rules; your breach of the Check 21 Rules and all warranties and representations arising thereunder; any substitute check deposited into your account; a dispute, legal action or our compliance with legal process relating to or affecting your account or account-related product or service, including legal process against or conflicting demands to the funds in the account; your breach of any warranty or representation that you make to us, either expressly or by operation of law; to the extent not limited by applicable law, your failure to exercise reasonable care and control over Account Access Information; and any loss resulting from your negligence, gross negligence or willful misconduct. This right of indemnity is in addition to all other rights of indemnity set forth in this Agreement or that are available to us under any statute, rule or regulation or agreement, or at law or in equity.

If you recover any amount from a third party for damages or losses arising out of a claim that you have asserted against us, the amount of the recovery will reduce our obligations to you with respect to such claim. If you have insurance that covers damages or loss that you are seeking to recover from us, you agree to pursue all rights that you have under the insurance policy and that our liability to you will be reduced by the amount of any insurance proceeds that you receive or are entitled to receive under the insurance policy for such damages or loss. If we reimburse you for any loss or damages covered by an insurance policy, you agree to assign us your rights under the insurance policy to the extent of the reimbursement.

**Events Beyond Our Control.** We are not liable to you for claims, costs, losses, damages, liabilities, and expenses caused by any event or circumstance that is beyond our reasonable control, including, without limitation events or circumstances that prevent us from or delay us in performing our obligations under this Agreement or applicable law, acting on a Payment Order, crediting a deposit or funds transfer to your account, or processing any other transaction for you or your account. You agree that events and circumstances beyond our reasonable control include, without limitation, your acts, omissions, negligence or fault, adverse weather conditions, floods and other natural disasters or acts of God, emergency conditions such as terrorist acts, fires and power failures, the breakdown or failure of any equipment or networks for any reason, a breakdown or failure of any private or common carrier communications or transmissions facilities, including the Internet, cables and telephone lines, the potential violation of any applicable law or regulation, compliance with orders or instructions of any federal, state or municipal government or any department or agency thereof, acts of third parties (including terrorists), unauthorized access or intrusions to our processing systems, labor disputes, acts of civil or military authority, embargoes, pandemics, war or riot.

LIMITATIONS OF LIABILITY AND DAMAGES. YOU AGREE THAT IN NO EVENT SHALL WE BE LIABLE TO YOU FOR:

ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR INDIRECT LOSS OR DAMAGE OF ANY KIND, INCLUDING LOST PROFITS, CAUSED BY OUR ACTS, OMISSIONS OR BREACH OF THIS AGREEMENT OR ANY APPLICABLE LAWS OR REGULATIONS, WHETHER OR NOT WE KNEW OR COULD FORESEE OR CONTEMPLATE THE LIKELIHOOD OF SUCH DAMAGES, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY OF LIABILITY THAT YOU ASSERT TO SEEK TO RECOVER SUCH DAMAGES.

THE PORTION OF ANY DAMAGES OR LOSS THAT YOU SUSTAIN THAT IS ATTRIBUTABLE TO YOUR FAILURE TO EXERCISE REASONABLE CARE, GROSS NEGLIGENCE, OR INTENTIONAL MISCONDUCT, OR THAT COULD NOT HAVE BEEN AVOIDED BY OUR EXERCISE OF REASONABLE CARE.

INTEREST ON THE AMOUNT OF ANY ACCOUNT TRANSACTION, INCLUDING A PAYMENT ORDER, THAT YOU DID NOT AUTHORIZE OR THAT WE EXECUTED ERRONEOUSLY, EXCEPT THAT, WHERE APPLICABLE LAW DOES NOT PERMIT US TO DISCLAIM LIABILITY FOR THE PAYMENT OF INTEREST, ANY INTEREST THAT BECOMES PAYABLE TO YOU WILL BE CALCULATED AT THE THEN APPLICABLE OVERNIGHT FEDERAL FUNDS RATE.

ANY DAMAGES OR LOSSES THAT EXCEED THE FACE VALUE OF ANY ITEM OR ACCOUNT TRANSACTION THAT WE IMPROPERLY DISHONORED OR PAID OR FAILED TO STOP PAYMENT, OR THE ACTUAL VALUE OF ANY DEPOSIT THAT WE IMPROPERLY CREDITED OR ANY WITHDRAWAL THAT WE IMPROPERLY DEBITED TO YOUR ACCOUNT.

THE LOSS OR DISAPPEARANCE OF THE CONTENTS OF ANY SAFE DEPOSIT BOX OR ANY PART THEREOF UNLESS SUCH LOSS OR DISAPPEARANCE WAS CAUSED SOLELY BY GROSS NEGLIGENCE, FRAUD OR BAD FAITH ON OUR PART.



**Governing Laws.** This Agreement is governed and will be interpreted under the laws of the State of Illinois. Where applicable, this Agreement is also governed and will be interpreted under the laws of the United States, the rules and regulations of our primary federal regulator, the operating letters of the various Federal Reserve Banks and clearinghouse rules. If state and federal law conflict or are inconsistent, or if state law is preempted by federal law, federal law governs. If you are a party to an ACH transaction that results in the posting of a debit or a credit to your account, you agree that the transaction shall be governed by the rules and regulations of the National Automated Clearing House Association and any local clearinghouse used to affect the transaction. Further, the ACH originator acknowledges it has a copy of the Rules. The Rules may also be purchased online at [www.nacha.org](http://www.nacha.org) under the publication tab.

**Location of All Legal Proceedings.** You agree that any lawsuit that you may file against us that arises out of or relates to this Agreement or any of your accounts, Account Transactions or account-related products or services must be filed in an appropriate court located in a County in the State of Illinois where we maintain a full-service Branch, and that this is a mandatory requirement and is not merely permissive. You also consent to jurisdiction and venue in any County in the State of Illinois where we maintain a full-service Branch in any lawsuit that we may file against you.

**Contact Information and Your Banking Choices**

<p><b>Customer Service Center</b> 800-894-6900 48 Orland Square Drive Orland Park, IL 60462</p>	<p><b>Bank-by-Phone</b> 800-244-BANK (2265)</p>
<p><b>Loan Services</b> 800-894-6900</p>	<p><b>Loan-by-Phone</b> 800-894-6900</p>
<p><b>Financial Assurance Services, Inc.</b> 888-409-5300</p>	<p><b>Investment Services</b> 800-894-6900</p>
<p><b>Online Banking and Bill Pay</b> <a href="http://www.BankFinancial.com">www.BankFinancial.com</a></p>	<p><b>Branch Locations</b> The locations of our current Branches are listed at <a href="http://www.bankfinancial.com">www.bankfinancial.com</a>.</p>