



**Requested Transfer Limits for combined accounts listed above:** The limits requested below represent MAXIMUM allowable amounts for all of the Account relationships as a whole with respect to the Accounts listed above. Limits for individual users may be set lower than the Account level maximums by the Business. Glenview State Bank reserves the right to set limits lower than requested at its sole discretion.

	Daily Total Limit
<b>WIRE TRANSFERS</b>	
<b>ACH CREDITS</b> Payroll, Cash Concentration, Accounts Payable	
<b>ACH DEBITS</b> Monthly assessments, pledges, dues, A/R	
<b>FEDERAL TAX PAYMENTS</b>	
<b>STATE TAX PAYMENTS</b>	

**Positive Pay (CHECK PAYMENT) Instructions:** If requesting the Positive Pay feature and no decision is made by the cut-off time listed in Schedule D of this agreement, Glenview State Bank is instructed to:

Return all unmatched items or Pay ALL unmatched items

Signature: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

**NAMED PRIMARY OFFICEBANKER USER/ADMINISTRATOR:** \_\_\_\_\_

**EMAIL ADDRESS OF PRIMARY USER/ADMINISTRATOR:** \_\_\_\_\_

**PHONE CONTACT OF PRIMARY USER/ADMINISTRATOR:** \_\_\_\_\_

**AUTHORIZED Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**CERTIFICATION**

I, the undersigned, am the Secretary or \_\_\_\_\_ of the above named Business and hereby certify that the person(s) signing this OFFICEBanker<sup>SM</sup> Enrollment Form in the name(s) indicated on behalf of the Business, has been duly authorized and empowered by the Business to do so and has any and all authorizations required under the documents pursuant to which the Business has been duly established.

Signature: \_\_\_\_\_ ~~Öæ~~: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_  
(Signature must agree to an authorized signature on file for the Business Account(s) identified above)

**GLENVIEW STATE BANK**  
**OFFICEBanker<sup>SM</sup>**  
**Agreement and Disclosure Statement**

**1.TERMS OF AGREEMENT.** This Agreement and Disclosure Statement and the attached schedules (collectively, this "Agreement") describes the OFFICEBanker<sup>SM</sup> services ("OFFICEBanker<sup>SM</sup>") currently offered by Glenview State Bank (the "Bank" or "we" or "us") and makes disclosures required by law as to certain OFFICEBanker<sup>SM</sup> Services (as defined below). OFFICEBanker<sup>SM</sup> is a registered service mark of Glenview State Bank. The OFFICEBanker<sup>SM</sup> Services are for business use only and may not be used for personal or consumer purposes.

This Agreement also contains the terms and conditions under which you, as a business customer of the Bank identified on the enrollment form for OFFICEBanker<sup>SM</sup> ("you" or "your" or "Depositor") may make use of certain OFFICEBanker<sup>SM</sup> services with respect to your deposit and loan accounts specified on the enrollment form (your "Accounts") by accessing the Bank's website located at [www.gsb.com](http://www.gsb.com) (the "Site"). By signing, using or permitting another to use OFFICEBanker<sup>SM</sup>, you agree to be bound by the terms and conditions of this Agreement.

The Accounts and all transactions using the Services are also subject to terms and conditions of all applicable agreements, fee schedules, rules and regulations of the Bank relating to the type of Account, which respect to which OFFICEBanker<sup>SM</sup> Services are made available, now or in the future, as said agreements, fee schedules, rules and regulations are now in effect or as they may hereafter be amended, modified or adopted (collectively, the "Account Agreements"). This Agreement and the Account Agreements together constitute our complete agreement with you relating to the OFFICEBanker<sup>SM</sup> Services. No other statements, whether oral, written or on our Site, is part of this Agreement unless otherwise provided herein.

Unless otherwise provided in the Account Agreements, OFFICEBanker<sup>SM</sup> "Business Days" means Monday through Friday, excluding Bank holidays and OFFICEBanker<sup>SM</sup> "Business Hours" means generally from 7 AM to 5 PM on Business Days. Times are Central Time. Unless otherwise indicated, "days" means calendar days. "Fed Operating Day" is defined in Schedule A.

**2.OFFICEBANKER<sup>SM</sup> SERVICES.** As used in this Agreement, the term "OFFICEBanker<sup>SM</sup> Services" or "Services" means the online banking services that are offered from time to time in the Bank's discretion through its website at [www.gsb.com](http://www.gsb.com) (the "Site"). As further described below, the Services currently include accessing checking, negotiable order of withdrawal ("NOW"), savings or insured money market accounts at the Bank of which you are a sole or joint owner (collectively, the "Account" or "Accounts"); transferring funds between your Accounts or from an established line of credit, if any, accessible through your checking Account; making bill payments, if available, from one of your Accounts (the bill payment service is subject to your acceptance of the additional Bill Payment Agreement). The Services currently available include the ability to:

1. View balance and transaction information concerning your Accounts.
2. View images of checks clearing your Accounts.
3. Transfer funds between your deposit Accounts.
4. Make payments on your loans held by the Bank.
5. Transfer funds from established lines of credit, if any, accessible through your checking Account, if the Bank has specifically approved your making credit line draws via OFFICEBanker<sup>SM</sup> or if the credit lines are already accessible through your checking Account or specialized checks.
6. Schedule future transfers on a one-time or recurring basis.
7. Utilize the OFFICEBanker<sup>SM</sup> Services described in Schedule A to this Agreement to make payments to payees other than the Bank from any of your checking Accounts ("Bill Payment Feature").
8. Utilize the OFFICEBanker<sup>SM</sup> Services described in Schedule B to this Agreement to make payments and receive certain payments via the Automated Clearing House network from any of your checking Accounts ("ACH Origination Feature").
9. Utilize the OFFICEBanker<sup>SM</sup> Services described in Schedule C to this Agreement to make payments via the wire transfer network of the Federal Reserve System from any of your checking Accounts ("Wire Transfer Origination Feature").

10. Utilize the OFFICEBanker<sup>SM</sup> Services described in Schedule D to this Agreement to utilize the Positive Pay feature for designated checking Accounts ("Positive Pay Feature").
11. Send electronic mail messages to the Bank.
12. Place stop payment orders for checks written against your Accounts.

### **3.OFFICIAL RECORD OF ACCOUNTS**

The Services allow you to view data for your Accounts with us as a convenience and for informational purposes. The data viewed using the Services is not the official record of your Accounts or their activity. The Account statements furnished by us in paper form remain the official record of the Accounts. The Account data available using the Services is generally updated during the day but is subject to later adjustment and correction. Such Account data therefore should not be the basis for your deciding to take or not take any action.

**4.COMPUTER REQUIREMENTS FOR INTERNET ACCESS.** The OFFICEBanker<sup>SM</sup> documentation that we provide you (including future updates) contains general information on requirements for equipment, web browser and related software and Internet service (collectively, your "Computer") that you need to use and access OFFICEBanker<sup>SM</sup>. You shall be solely responsible for obtaining, installing, maintaining and operating your Computer; we are not responsible for providing, installing, maintaining or operating your Computer.

**If you call us for support, we may provide you suggestions for adjusting the settings of your Computer to help you access the OFFICEBanker<sup>SM</sup> Services. We are not responsible for any impact these changed settings may have on your Computer, security or any other software, data, services or equipment**

**5.DISCLAIMER OF WARRANTIES.** YOU ASSUME THE ENTIRE RISK WITH RESPECT TO YOUR USE OF THE OFFICEBANKER<sup>SM</sup> SERVICES AND THE COMPUTER THAT YOU USE TO ACCESS OFFICEBANKER<sup>SM</sup> AND THE OFFICEBANKER<sup>SM</sup> SERVICES INCLUDING, WITHOUT LIMITATION, THE RISK THAT ANY AND ALL INFORMATION AND TRANSACTIONS EXCHANGED OR PROCESSED THROUGH OFFICEBANKER<sup>SM</sup> ARE VIEWED AND/OR TAMPERED WITH BY A THIRD PARTY WHEN IN TRANSIT OR THROUGH YOUR PROVISION OF YOUR ACCESS IDENTIFIERS (AS DEFINED HEREIN. THE RISK OF ERROR, FAILURE OR NONPERFORMANCE OF YOUR COMPUTER IS YOUR RISK.

**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN OR REQUIRED BY APPLICABLE LAW,** THE OFFICEBANKER<sup>SM</sup> SERVICES AND THE TOKEN PROVIDED (IF ANY) ARE PROVIDED "AS IS", AND THE BANK MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT THERETO, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE OR WITH RESPECT TO THE AVAILABILITY, ACCURACY, COMPLETENESS OR TIMELINESS OF OFFICEBANKER<sup>SM</sup> SERVICES. THE BANK MAKES NO WARRANTY THAT THE OFFICEBANKER<sup>SM</sup> SERVICES ARE TOTALLY SECURE OR WILL BE FREE OF ANY VIRUS OR ERROR FREE. IN ADDITION, THE BANK MAKES NO WARRANTY THAT THE DOCUMENTATION PROVIDED TO YOU IS APPROPRIATE FOR YOUR NEEDS. THE BANK MAKES NO WARRANTY THAT THIRD PARTY GOODS OR SERVICES WILL PERFORM AS DOCUMENTED HEREIN.

IN THE PERFORMANCE OF THE OFFICEBANKER<sup>SM</sup> SERVICES, BANK SHALL BE ENTITLED TO RELY SOLELY ON THE INFORMATION, REPRESENTATIONS AND WARRANTIES PROVIDED BY YOU PURSUANT TO THIS AGREEMENT, AND SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS THEREOF.

**IF THE BANK HAS PROVIDED YOU WITH A TOKEN FOR USE WITH THE OFFICEBANKER<sup>SM</sup> SERVICES IT SHALL BE PROPERTY OF THE BANK AT ALL TIMES AND YOU SHALL BE RESPONSIBLE FOR ANY LOSS OR DAMAGE AND RETURN IT IMMEDIATELY TO THE BANK UPON REQUEST.**

YOU UNDERSTAND AND AGREE THAT THE OFFICEBANKER<sup>SM</sup> SERVICES AND ALL INFORMATION, PRODUCTS AND CONTENT, INCLUDING THOSE PROVIDED BY THIRD PARTIES, ARE SUBJECT TO CHANGE AT ANY TIME WITHOUT NOTICE. WE MAKE NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, TIMELY OR SECURE. IF YOU HAVE REQUESTED ALERTS USING THE SERVICES WE WILL USE REASONABLE EFFORTS TO CAUSE THE ALERTS TO BE SENT BUT WE SHALL NOT BE RESPONSIBLE FOR A FAILURE TO SEND THE ALERTS UNLESS THE FAILURE WAS DUE TO INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE.

**6. EXCLUSION OF CERTAIN DAMAGES; LIMITATION OF LIABILITY; INDEMNITY.** EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED HEREIN OR REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL THE BANK BE LIABLE TO YOU FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, DIRECT OR INDIRECT DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR DATA AND PERSONAL INJURY), WHETHER OR NOT THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, HOWEVER CAUSED, AND ON ANY THEORY OF LIABILITY ARISING OUT OF YOUR USE OF OR INABILITY TO USE THE OFFICEBANKER<sup>SM</sup> SERVICES OR YOUR COMPUTER OR ANY VIRUSES OR ANY OTHER PROBLEMS WITH YOUR INTERNET OR OTHER COMMUNICATIONS OR DATA SERVICES. Except to the extent otherwise required by applicable law, in no event will the Bank be liable for any claim against you by a third party, and you agree to indemnify and hold the Bank harmless for any third party claims for costs, damages, expenses or liabilities arising out of or in connection with your use of and the performance of the OFFICEBanker<sup>SM</sup> Services in connection therewith, whether alone or in combination with any other product or service. Without limiting the foregoing, you acknowledge and agree to assume the entire risk of and liability for the loss or corruption of any other software or data or malfunction of your Computer or other equipment used in connection with using the OFFICEBanker<sup>SM</sup> Services. IN NO EVENT SHALL WE BE LIABLE FOR DAMAGES IN EXCESS OF YOUR ACTUAL LOSS.

**7. ACCESS IDENTIFIERS.** Your system administrator will be assigned a master company ID and password ("Company ID and Password") who will then assign a user ID and password ("User ID and Password") to each of your authorized users of OFFICEBanker<sup>SM</sup> to enable each of them to be identified when using OFFICEBanker<sup>SM</sup>. The first time you use OFFICEBanker<sup>SM</sup>, you will be required to change your User Password to a new User Password of your own choice and to create and configure those persons you elect to authorize to use the OFFICEBanker<sup>SM</sup> Services ("Authorized Users") with separate user ID's (each, a "User ID") and passwords (each a "User Password"). You will be provided with a Security Access Code which the system will generate and send to each of your authorized user's OFFICEBanker registered device (phone or computer) to authorize a transaction. You may also be provided with one or more security tokens for use with OFFICEBanker<sup>SM</sup> (collectively, "Token") which shall remain property of the Bank. Each Authorized User can be set up with different levels of access, by Account, and different levels of authority to utilize particular OFFICEBanker<sup>SM</sup> Services. You are solely responsible for setting up Authorized Users and for granting them appropriate access rights and authority. Each Password is unique to the Company ID or User ID, as applicable, and is an identification code that is personal and confidential and is used to authenticate and validate your directions to us. (All Company ID and Passwords, User IDs, User Passwords, Security Access Codes and Tokens (if any) may be referred to collectively herein as "Access Identifiers").

You acknowledge and agree that the use of Access Identifiers with OFFICEBanker<sup>SM</sup> is a security method intended to provide you a commercially reasonable degree of protection in light of your particular needs and circumstances ("Security Procedure"). You are responsible for the safekeeping of all Access Identifiers. You agree not to disclose your Access Identifiers to third parties and to take all reasonable precautions to prevent all others from learning or having access to your Access Identifiers and to cause Authorized Users to use the same precautions. If you choose to use OFFICEBanker<sup>SM</sup> services which require the use of the Token, you agree to take all reasonable precautions to prevent all others obtaining or using your Token. If we accept your request for a transfer of funds in good faith and execute it using your applicable Access Identifiers, you will be obligated to pay us the amount of such funds transfer whether it was sent or authorized by you or an Authorized User. The Bank strongly suggests that you change your Access Identifiers (other than Tokens) from time to time in order to enhance security and each time you believe any of the Access Identifiers may have been compromised, including without limitation, each time a previously Authorized User changes job functions or leaves your employment. You, however, acknowledge and agree that the security, integrity and privacy of any and all information and transactions exchanged or processed through the OFFICEBanker<sup>SM</sup> Services cannot be guaranteed. You further acknowledge that Bank is not responsible for your failure to safeguard the privacy of your Access Identifiers. At a minimum, you will be required to change your Access Identifiers the first time you use the Services and when it has been 90 days or more since you last changed the Access Identifiers. You may not reuse the Access Identifiers until you have changed the Access Identifiers a minimum of ten times.

You acknowledge and agree that the security, integrity and privacy of any and all information and transactions exchanged or processed through the OFFICEBanker<sup>SM</sup> Services cannot be guaranteed and that any such information may be viewed or tampered with in transit by a third party. You further acknowledge that Bank is not responsible for your failure to safeguard the privacy of your Access Identifiers.

We are entitled to act on transaction and other instructions received using your Access Identifiers and you agree that the use of your Access Identifiers will have the same effect as your signature authorizing the transaction or other instructions. If you disclose or make available your Access Identifiers to any person or permit anyone to access or use them in connection with the Services, you shall be responsible for all transactions and other acts or omissions of such persons

We will never contact you by any means requesting your Access Identifiers. Such a request may be an attempt at identity theft. If you receive such a request you should refuse, take appropriate security precautions and promptly advise us of the attempt.

**8.ACCESS, TRANSFER AND PAYMENT LIMITATIONS.** You or an Authorized User will be denied access to OFFICEBanker<sup>SM</sup> if you or the Authorized Users do not provide valid Access Identifiers. Access will be denied if you exceed the number of invalid attempts allowed. Transfers and payments (including payments made through the Bill Payment Feature, ACH Origination Feature and Wire Transfer Feature) are limited to the lesser of: 1) the amount of funds available for withdrawal in your deposit Accounts or for draws under established lines of credit, if any, or 2) the limits that you have requested, or we have imposed, for individual transactions, batches, and daily totals. The availability of funds in your deposit Accounts is subject to the availability schedule published by us from time to time. Transfers from any insured money market Accounts cannot exceed six per month (including checks).

Transfers performed during any Business Day generally will be posted to your Account as of that day. However, transfers performed after 7:00 P.M. on a Business Day or on a Sunday or Bank holiday may not be posted to your Account until the next Business Day. Transfers scheduled for a future date will be processed at 1 A.M. on the requested date if it is a Business Day, or at 1 A.M. on the next Business Day if the requested date falls on a Sunday or Bank holiday. If a future transfer cannot be performed because of insufficient funds in your Account, you will be notified by an e-mail message posted to your account in the OFFICEBanker<sup>SM</sup> system.

You agree that you will not initiate a transfer that violates the applicable laws or regulations of the United States or any other relevant jurisdiction. We reserve the right to refuse to execute any transaction (unless required to do so by applicable law or regulation), but will notify you by e-mail using the Services of our refusal to execute the transaction.

**9.CONTACTING US THROUGH E-MAIL.** The Bank may not immediately receive your e-mail communications, including without limitation, stop payment requests or communications regarding unauthorized transactions, and the Bank will not take action based on e-mail communications until the Bank actually receives your message, reviews it and has a reasonable opportunity to act. If you need to contact us immediately regarding an unauthorized transaction or stop payment request, you may call the Bank at the telephone number set forth in Section 12 of this Agreement.

**10.ADDRESS CHANGES.** If your postal or e-mail address changes, you need to call the Bank at the telephone number set forth in Section 12 of the Agreement so that we may change our records.

**11.YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Tell us AT ONCE if you believe any of your Access Identifiers have been lost, stolen or used without your permission. Generally, telephoning is the best way of keeping your possible losses down. You could lose all the money in your Accounts (plus the maximum amount available under established lines of credit, if any, accessible through any checking Account). You are responsible for all transactions made through the use of the OFFICEBanker<sup>SM</sup> Service regardless of whether the person initiating the transaction was authorized by you to do so. You agree to cooperate with us in the investigation of any claim or dispute and provide us with the necessary information to assist us in resolving your claim or dispute.

**12.HOW TO NOTIFY US.** If you believe you have had an unauthorized transaction/transfer on any of your Accounts or you believe that any Access Identifier has been lost, misused or stolen or that someone has transferred or may transfer money from your Account without your permission, immediately call (847) 729-1900 or write:

**Glenview State Bank  
Attention: eGSB/OFFICEBanker<sup>SM</sup>  
800 Waukegan Road  
Glenview, Illinois 60025**

You may also notify us by coming to the above address during Business Hours on Business Days.

**13.DOCUMENTATION.** You may view your current Account status or activity through OFFICEBanker<sup>SM</sup>. If your Account is a checking, NOW or insured money market Account, you will get a monthly Account

statement. If your Account is a savings Account, you will get a monthly statement unless there are no electronic funds transfers in a particular month, in which case you will get a savings Account statement at least quarterly. These statements will show electronic funds transfers to or from your Accounts.

**14.DAYS AND HOURS OF OPERATION FOR OFFICEBANKER<sup>SM</sup>.** The Bank will use commercially reasonable efforts to make the OFFICEBanker<sup>SM</sup> Services generally available all day, seven days a week except at times of "Systems Unavailability" described in Section 15. However, we will process transactions and update information only on Business Days, except that payments through the Bill Payment Feature are only processed and updated Monday through Friday ("Bill Payment Business Days"), and payments through the ACH Origination Feature or the Wire Transfer Origination Feature are processed and updated only on days that the relevant third parties are open ("ACH Business Days" or "Funds Transfer Business Days," respectively). Any transaction(s), including scheduled payments, to be made on a day that is not a Business Day or Fed Operating Day, as applicable, will be credited, completed, or made on the next Business Day or Fed Operating Day, as applicable.

**15.SYSTEMS UNAVAILABILITY.** The OFFICEBanker<sup>SM</sup> Services may be unavailable at certain times including:

1. For certain periods during nightly processing,
2. When we determine that OFFICEBanker<sup>SM</sup> requires maintenance or upgrades,
3. When we determine that unforeseen maintenance is necessary, and
4. When major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, or electrical outages. If such events occur, the Bank generally will use commercially reasonable efforts to restore the OFFICEBanker<sup>SM</sup> Services.

You agree, however, that the Bank is in no way liable for the unavailability of any OFFICEBanker<sup>SM</sup> Services for any reason.

In the event of a system failure or interruption, your data may be lost or destroyed. Any transaction that you initiated, were in the process of completing or completed shortly before the system failure or interruption should be verified by you through means other than online to ensure the accuracy and completeness of such transaction. You assume the risk of loss of your data during any system failure or interruption.

**16.TERMINATION.** You may cancel this Agreement and your use of OFFICEBanker<sup>SM</sup> at any time by notifying the Bank at the address provided in Section 12 of the Agreement. This will terminate your access to OFFICEBanker<sup>SM</sup> but will not terminate your Accounts with the Bank. The Bank may cancel, limit, suspend, modify or terminate the OFFICEBanker<sup>SM</sup> Services and this Agreement and terminate your access to Accounts using OFFICEBanker<sup>SM</sup> for any reason, at any time. We will try to notify you in advance of such action, but we are not obliged to do so. **If you terminate OFFICEBanker<sup>SM</sup> or this Agreement, such termination will not affect the rights and responsibilities of the parties under this Agreement with respect to any acts and omissions before termination, including transactions initiated before termination.**

**17.DISCLOSURE OF INFORMATION ABOUT YOU.** We may disclose information to third parties about your Accounts or the transactions you make:

1. Where it is necessary for completing transactions.
2. In order to verify the existence and condition of one or more of your Accounts for a third party, including without limitation, a credit bureau, merchant or other payee.
3. In order to comply with government agency rules, regulations, emergency orders and requirements and or court orders or applicable laws.
4. If you give us your written permission.
5. If we close one or more of your Accounts because it has been maintained in an unsatisfactory manner to the extent such disclosure is permitted by applicable law.

Except as prohibited by law, you agree that the Bank may share with its affiliated entities the information about you that you provide, or that the Bank obtains as a result of transactions or other activity, for among other things, the purpose of offering you products and services that you may find of interest. If you do not wish to receive telephone and/or mail solicitations, please notify us by writing to the address set forth in Section 12 of this Agreement. We will then remove your name from any mailing or telephone list used for this purpose.

**18.WHAT TO DO IN CASE OF ERRORS OR QUESTIONS.** Telephone us or write us at the number and address shown in Section 12 of this Agreement as soon as you can if you think your statement is wrong or if

you need more information about a transaction listed on the statement. We must hear from you no later than 30 (thirty) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and Account number (if any).
2. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is in error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 days. We will use commercially reasonable efforts to tell you the results of our investigation within 10 Business Days after we hear from you and to correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will re-credit your Account within 10 Business Days for the amount you think is in error, so that you will have use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 Business Days, we may not re-credit your Account.

If we decide that there was no error, we will send you a written explanation within 3 Business Days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

**19.BANK'S LIABILITY FOR FAILURE TO MAKE TRANSFERS.** The Bank will use commercially reasonable efforts to process payments or transfers from your Account on time and in the correct amount according to this Agreement with you. However, we will not be liable for not processing a payment or transfer:

1. If, through no fault of ours, you do not have enough available funds in your Account to make the transfer.
2. If you use or an Authorized User uses the wrong Access Identifier or you have not properly followed any applicable instructions for making transfer and payment transactions.
3. If your Computer fails or malfunctions or OFFICEBanker<sup>SM</sup> Services were not properly working and such problem should have been apparent when you attempted such transaction.
4. If the funds in your Account are subject to legal process or another type of restriction on transfer.
5. If incomplete or inaccurate information is forwarded by the United States Treasury or through an automated clearing house.
6. If circumstances beyond our control (as indicated in Section 23) prevent the transfer.
7. If you do not authorize a bill payment soon enough for your payment to be made and properly credited by the payee by the time it is due.
8. If there is a failure or delay by any payee in processing any payment under the Bill Payment Feature of the OFFICEBanker<sup>SM</sup> Services.
9. If the error was caused by a system outside the Bank's control, such as your Internet service provider.
10. If there are other exceptions as established by the Bank from time to time.

**20.FEES.** You agree to pay the fees and charges for your use of OFFICEBanker<sup>SM</sup> Services with respect to your Accounts. These OFFICEBanker<sup>SM</sup> fees and charges will be published on the Bank's website. These charges are in addition to normal Account charges per the Bank's Commercial Banking Fee Schedule for Accounts & Services.

**21.CHANGES IN TERMS AND FEES.** The Bank may change the OFFICEBanker<sup>SM</sup> Services and the terms and conditions (including fees) set forth in this Agreement at any time. You will be notified of any such changes as required by applicable law, either by mail or by an electronic message posted on the Site. You understand and agree that by using OFFICEBanker<sup>SM</sup> after a change becomes effective, you have agreed to the change(s).

Any amendment, modification or rescission made in the manner described above shall be binding upon you as though expressly agreed to by you. If written notice is mailed to you, it shall be mailed to your last known address as shown on the Bank's records.

**22.LINKS TO THIRD PARTY WEB SITES.** The Site and the Services may contain links to other third party web sites. We are not responsible for, nor do we control, the content, products, or services provided by linked sites. We do not endorse, sponsor or guarantee the products, information or recommendations provided by linked sites and are not liable for any failure of or defects in their products or services. Such other third party sites may provide less security than we do and have privacy policies different than ours. Your access, use and reliance on such sites and their products or services is at your own risk.

**23.FORCE MAJEURE.** The Bank shall not be liable for its failure to perform its obligations under this Agreement when such failure is the result of interruptions of the Bank's business due to equipment failure



or malfunction, energy shortage, act of God, act of government authority, act of a public enemy, terrorism, war, riot, flood, fire, pandemic, civil commotion, labor difficulty, severe or adverse weather conditions, failure in any communications service used in connection with or in conjunction with the execution or cancellation of OFFICEBanker<sup>SM</sup> Services or any other cause beyond the Bank's control.

**24.ENFORCEMENT**, You agree to be liable to the Bank for any liability, loss or expense (including reasonable attorney's fees) that the Bank incurs as a result of any improper use or dispute involving your Accounts or use of OFFICEBanker<sup>SM</sup> Services other than as expressly permitted by this Agreement. You authorize the Bank to deduct any aforementioned liability, loss or expense from your Accounts without prior notice.

**25.OTHER**. All transactions are subject to terms and conditions of all applicable agreements and rules and regulations of the Bank relating to the type of Account with respect to which transfers or payments are made, now or in the future, as said agreements, rules and regulations are now in effect or as they may hereafter be amended, modified or adopted.

You represent and warrant that each of your Accounts is established and maintained for business purposes and shall not be used for personal, household or family purposes.

**26.STOP PAYMENTS**. You can place a Stop Payment using OFFICEBanker<sup>SM</sup> on any check issued by you and drawn on your Glenview State Bank checking account. It will be your sole responsibility to verify that the check has not previously cleared your account by researching that item using all means available to you.

If you place a stop payment in accordance with the instructions listed above and we do not do so after a reasonable opportunity to review your request and act, we will be liable for your losses or damages. However, if you place a stop payment on a check that has already cleared your account prior to notice to us and a reasonable opportunity to act, we will not be liable for your losses or damages. In no event shall we be liable for damages in excess of your actual loss due to our failure to complete a stop payment, and we will not be liable for any incidental, special, or consequential damages as further provided in Section 6 above.

Renewals and revocations of stop orders must be placed in writing and must be faxed or mailed to:

Glenview State Bank  
Attn: Stop Payment Desk  
800 Waukegan Road  
Glenview, IL 60025

**27.MISCELLANEOUS**. The modification and waiver of any of your obligations or Bank's rights under these Terms and Conditions must be contained in a writing signed by Bank. Bank may perform any of your obligations or delay or fail to exercise any of its rights without causing a waiver of those obligations or rights. A waiver on one occasion shall not constitute a waiver on any other occasion. You may not assign this Agreement. Any such assignment of your rights under this Agreement and any attempted assignment will be null and void. Bank has the right to sell or transfer this Agreement at any time. This Agreement shall be binding upon and inure to the benefit of you and Bank and their respective permitted successors, assigns, trustees, receivers, administrators, personal representatives, legatees, and devisees. This Agreement shall be governed by the laws of the State of Illinois. You consent to the jurisdiction and venue of any court located in the State in the event of any legal proceeding under this Agreement. If any provision of this Agreement violates the law or is unenforceable, the rest of this Agreement shall remain in full force and effect. You and Bank agree that time is of the essence. If Bank obtains a judgment for any amount due under this Agreement, interest will accrue on the judgment at the judgment rate of interest permitted by law. This Agreement and any related documents represent the complete and integrated understanding between you and Bank with respect to the subject matter hereof. **YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY CIVIL ACTION ARISING OUT OF, OR BASED UPON, THIS AGREEMENT.**

## SCHEDULE A BILL PAYMENT FEATURE

**A.1. BILL PAYMENT.** The OFFICEBanker<sup>SM</sup> Services include access to the Bill Payment Feature of OFFICEBanker<sup>SM</sup>. You can make payments on your current, future or recurring bills from any of your eligible checking Accounts to any payees you choose (to the extent there are available funds in your designated Account for the FULL payment amount).

Before the initial payment to a payee is made, you must provide to us the name and address of your payee and information about your account with that payee. Unless your payee has agreed to accept electronic payments, a check will be mailed to the address you give us. You are responsible for providing the correct address and other relevant information as indicated in the payee's invoice or other payment request document.

As used herein, "Fed Operating Day" means a Business Day which is not a Federal holiday and on which the Federal Reserve System is operating.

Payment requests made after 8 P.M. Central time will not begin to be processed until the next Fed Operating Day. When we receive an instruction from you for a bill payment on a future Fed Operating Day (a "Payment Date"), we will begin the payment process on the Payment Date. **IMPORTANT NOTE: PAYMENTS MADE THROUGH THE BILL PAYMENT FEATURE REQUIRE SUFFICIENT TIME FOR YOUR PAYEE TO CREDIT YOUR ACCOUNT PROPERLY. TO AVOID IMPOSITION OF A FINANCE CHARGE OR OTHER CHARGES BY THE PAYEE, YOU MUST PROCESS YOUR PAYMENTS ON A DATE WHICH IS SUFFICIENTLY IN ADVANCE OF THE DUE DATE OF YOUR PAYMENT. PAYMENTS GENERALLY SHOULD BE SCHEDULED SO THE PAYMENT DATE IS AT LEAST SEVEN (7) FED OPERATING DAYS PRIOR TO THE PAYMENT DUE DATE OR FIVE (5) FED OPERATING DAYS PRIOR TO THE PAYMENT DUE DATE FOR ANY PAYEE THAT WILL ACCEPT ELECTRONIC DELIVERY. ONCE A BILL PAYMENT DATE IS SELECTED, WE WILL PROVIDE YOU WITH A RANGE OF POSSIBLE PAYMENT DATES, STARTING WITH THE EARLIEST POSSIBLE FED OPERATING DAY AND ENDING WITH THE LATEST POSSIBLE FED OPERATING DAY THAT THE PAYMENT WILL ARRIVE. WE WILL NOT BE RESPONSIBLE FOR ANY CHARGES IMPOSED OR OTHER ACTION TAKEN BY A PAYEE RESULTING FROM LATE PAYMENT, UNLESS YOU CAN PROVE THAT YOU INPUT THE PROPER PAYMENT INFORMATION FOR YOUR ACCOUNT WITH THE PAYEE, THAT YOU HAD SUFFICIENT FUNDS IN YOUR ACCOUNT TO COVER THE PAYMENT AND THAT THE PAYMENT WAS NOT MAILED IN TIME TO ARRIVE AT THE PAYEE BY THE GUARANTEED PAYMENT DATE. ANY SUCH RESPONSIBILITY SHALL BE SUBJECT TO THE LIMITATIONS AND EXCLUSIONS SET FORTH IN THE AGREEMENT TO WHICH THIS SCHEDULE IS ATTACHED.**

**A.2.STOP OR CHANGED PREAUTHORIZED BILL PAYMENTS.** If you have authorized bill payments to be made from one of your Accounts under the Bill Payment Feature of OFFICEBanker<sup>SM</sup>, you can stop or change any scheduled payment as long as the payment process for that particular payment has not begun. You may cancel, reschedule or change the amount of any payment using the Bill Payment Feature of OFFICEBanker<sup>SM</sup> prior to 8 P.M. on the Fed Operating Day preceding the Payment Date. Instructions to stop or change a payment *on or after* the Payment Date must be given to us by phone or in writing at the number or address shown in Section 12 of this Agreement. If the payment process has already begun, we cannot guarantee that we can successfully stop the payment. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call, as your oral stop payment order will not be binding on us after 14 days. We will also charge you for each stop payment you order under the Bill Payment Feature, in accordance with the Bank's Commercial Banking Fee Schedule for Accounts and Services.

If you order us to stop a scheduled payment three or more Fed Operating Days before the Payment Date, and we do not do so, we will be liable for your losses or damages.

## SCHEDULE B

## ACH ORIGATION FEATURE

**B.1.ACH ORIGATION.** The OFFICEBanker<sup>SM</sup> Services include access to the ACH Origination Feature of OFFICEBanker<sup>SM</sup>. You may originate ACH payments described below pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the Midwest Automated Clearing House Association (the "Rules"), and Bank will act as an Originating Depository Financial Institution (as defined in the Rules) ("ODFI") with respect to such Entries. Origination of International ACH Transactions will not be permitted. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term "Entry" or "Entries" shall have the meaning provided in the Rules and shall also mean the data received from you hereunder from which Bank prepares Entries.

The following ACH payments are available in the ACH Origination Feature of the OFFICEBanker<sup>SM</sup> Services.

- **Tax Payments** - An electronic system for payment of corporate taxes.
- **ACH Credit Origination** - An entry system for transmitting ACH credit Entries from you to your vendors.
- **ACH Cash Concentration** – An entry system for transmitting ACH debit and credit Entries between your own Accounts at Bank and /or other financial institutions.
- **Payroll Deposit** - An entry system for transmitting ACH credit Entries between your Accounts and your employees' accounts to electronically deposit such employees' payroll checks in their designated accounts. You agree to maintain authorizations by all employees for Entries received by Bank from you and to provide Bank with copies of such authorizations upon demand. In the event any such Entry is determined to be unauthorized, Bank may reject such Entry and terminate this Agreement.
- **ACH Debit Origination** – An entry system for transmitting ACH debit Entries from you to your customers to electronically collect your accounts receivable by charging your customers' designated accounts. You agree to maintain authorizations by all customers for Entries received by Bank from you and to provide Bank with copies of such authorizations upon demand. In the event any such Entry is determined to be unauthorized, Bank may reject such Entry and immediately terminate this Agreement without obligation to you. USE OF THE ACH DEBIT ORIGATION SERVICE REQUIRES SPECIFIC APPROVAL OF BANK.
- You agree that your designated Account will be charged for electronic tax payments and/or ACH credits processed through the Bank on your behalf or will be credited with ACH debits processed through the Bank on your behalf. You agree to maintain sufficient collected funds in this Account to fund the total of all credits introduced into the ACH System by you and your Authorized Users, and to fund any charge backs for returned ACH debit entries originated from the Account. This Account may be charged on the Fed Operating Business Day that the ACH Entries are received for processing by the Bank. In the event there are not sufficient collected funds in the Account to cover your obligations under this Agreement, you agree that Bank may debit any Accounts maintained by you with Bank or, alternatively, not process the Entries. In the event the Bank processes the Entries on an overdraft basis, you will be assessed customary Bank penalties and charges that you agree to pay. The Bank's processing of the Entries on an overdraft basis does not constitute a commitment or obligation of the Bank to do so in the future.

Bank shall credit the Account for any amount received by Bank by reason of the return of a Credit Entry (as defined in the Rules) transmitted by Bank for which Bank has previously received payment from you. Such credit shall be made as of the Fed Operating Day of such receipt by Bank.

**B.2.SECURITY PROCEDURE.** Your access of the ACH Origination services through OFFICEBanker<sup>SM</sup> by use of your Access Identifiers shall constitute your approval of the transaction. Bank will e-mail or fax a confirmation to the number designated by you in the OFFICEBanker<sup>SM</sup> Enrollment Form ("ACH Security Procedure"). You acknowledge that the ACH Security Procedure is commercially reasonable and constitutes proper authorization. You acknowledge that the ACH Security Procedure is for verification of authenticity and not to detect an error in the transmission or content of an Error.

If an Entry (or a request for cancellation or amendment of an Entry) received by the Bank purports to have been transmitted or authorized by you, it will be deemed effective as your Entry (or request) and you shall be obligated to pay the Bank the amount of such Entry as provided herein even though the Entry (or request) was not authorized by you, provided Bank accepted the Entry in good faith and acted in compliance with the ACH Security Procedure. If an Entry (or request for cancellation or amendment of an

Entry) received by Bank was transmitted or authorized by you, you shall be obligated to pay the amount of the Entry as provided herein, whether or not Bank complied with the ACH Security Procedure with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Bank had complied with such procedure.

**B.3.PROCESSING, TRANSMITTAL AND SETTLEMENT BY BANK.**

(a) Except as provided in Subsection (c) and Section B.4, Bank shall (i) process Entries transmitted from you that conform with the file specifications set forth in the Rules, (ii) transmit such Entries as an ODFI to the Midwest Automated Clearing House Association or the Federal Reserve Bank of Chicago (the "ACH") acting as an ACH processor, and (iii) settle for such Entries as provided in the Rules.

(b) Bank shall transmit such Entries to the ACH by the time deadline of the ACH prior to the Effective Entry Date (as defined in the Rules) shown in such Entries, provided (i) such Entries are transmitted by you and are received by 4 P.M. on a Fed Operating Day and, (ii) the Effective Entry Date is at least two Fed Operating Days after such day. For purposes of this Agreement, Entries shall be deemed received by Bank, when the electronic transmission is completed.

(c) Except as provided in Section B.4., in the case of an On-Us Entry (as defined in the Rules) received for credit to an Account maintained with Bank, Bank shall credit the Receiver's (as defined in the Rules) account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section (b) above are met.

**B.4.REJECTION OF ENTRIES.** Bank shall reject any Entry which does not comply with the requirements of Section B.3., or which contains an Effective Entry Date more than 4 (four) Fed Operating Days after the Fed Operating Day such Entry is received by Bank. Bank shall have the right to reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. Bank shall have the right to reject any Entry if you have failed to comply with your Account balance obligations under Section B.1. Bank shall notify you by phone of such rejection no later than the ACH Business Day such Entry would otherwise have been transmitted by Bank to the ACH or, in the case of an On- Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. Bank shall have no liability to you by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided herein.

**B.5.CANCELLATION OR AMENDMENT BY YOU.** You shall have no right to cancel or amend any electronic Entry after its receipt by Bank. However, Bank shall use reasonable efforts to act on a request by you for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, provided such request complies with the ACH Security Procedure for cancellation of data, but shall have no liability if such cancellation is not effected. You shall reimburse Bank for any expenses, losses or damages Bank may incur in effecting or attempting to effect your request for the reversal of an Entry.

**B.6.NOTICE OF RETURNED ENTRIES.** Bank shall notify you by phone of the receipt of a returned Entry from the ACH no later than one ACH Business Day after the Fed Operating Day of such receipt. Bank shall have no obligation to retransmit a returned Entry if the Bank complied with the terms of this Agreement with respect to the original Entry.

**B.7.ACCOUNT RECONCILIATION.** Entries transmitted by Bank or credited to a Receiver's account maintained with Bank will be reflected on your periodic statement issued by Bank with respect to the Account pursuant to the agreement between Bank and you. You agree to notify Bank promptly of any discrepancy between your records and the information shown on any such periodic statement. If you fail to notify Bank of any such discrepancy within 30 (thirty) days of receipt of a periodic statement containing such information, you agree that Bank shall not be liable for any other losses resulting from your failure to give such notice or any loss of interest with respect to an Entry shown on such periodic statement. All other review and reporting requirements of the agreements that govern your Accounts shall also apply.

**B.8. YOUR REPRESENTATIONS AND AGREEMENTS; INDEMNITY.** You represent to Bank and agree that:

(a) each person shown as the Receiver on an Entry received by Bank from you has authorized the debiting or crediting of the Account, as applicable, and the initiation of such Entry in the amount and on the Effective Entry Date shown on such Entry,

**(b)** such authorization is operative at the time of transmittal or crediting the Bank as provided herein,

**(c)** You shall not use Bank's name or disclose your relationship with Bank to the Receiver,

**(d)** You shall perform your obligations under this Agreement in accordance with all applicable laws, including, but not limited to, OFAC (Office of Foreign Assets Control) enforced sanctions and will not act on behalf of, or transmit funds to or from, any blocked party subject to such sanctions. You shall not initiate ACH entries that violate these laws, nor the laws governing NACHA (National Automated Clearing House Association). From time to time there may be a need for Bank to temporarily suspend the processing of a transaction, for greater scrutiny that might result in delayed settlement and/or availability.

**(e)** You shall be bound by and comply with the Rules as in effect from time to time, including without limitation the provision thereof making payment of an Entry by the Receiving Depository Financial Institution ("RDFI") to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledge that you have received notice of the Rules and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and you shall not be deemed to have paid the Receiver the amount of the Entry,

**(f)** You shall not attempt to evade the ACH Security Procedure established by the Bank,

**(g)** You shall be responsible for establishing effective internal security procedures to restrict access to the processes provided under this Agreement to only those employees of you who need such processes to perform their jobs,

**(h)** You shall indemnify Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements, and

**(i)** You agree to allow the Bank reasonable access to your records to verify compliance with this agreement and the Rules .

**B.9 .INCONSISTENCY OF NAME AND ACCOUNT NUMBER.** You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Bank to the RDFI might be made by the RDFI (or by Bank in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to Bank is not excused in such circumstances.

**B.10 .NOTIFICATIONS OF CHANGE.** Bank shall notify you of all notifications of change received by Bank relating to Entries transmitted by you by mail, telephone or fax no later than two (2) Fed Operating Days after receipt thereof. Said notice shall be deemed effective when mailed (by regular U.S. mail), telephoned or faxed.

**B.11 .LIABILITY FOR DEBIT BALANCES.** You will be liable for any debit balances in the Account, including without limitation overdrafts and Account charges, whether or not the debit balance was caused by ACH credit entries or chargeback of ACH debit entries, and promises to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys' fees and costs and expenses of collections, including but not limited to those incurred at trial and on any appeal.

## SCHEDULE C

## WIRE TRANSFER ORIGATION FEATURE

**C.1.WIRE TRANSFER ORIGATION.** The OFFICEBanker<sup>SM</sup> Services include access to the Wire Transfer Origination Feature of OFFICEBanker<sup>SM</sup>. You may originate wire transfer requests pursuant to the terms of this Agreement with instructions to the Bank to pay, or cause another bank to pay, a fixed or determinable amount of money to a beneficiary ("Payment Order"). Payment Orders will be executed only on Fed Operating Days.

**C.2.RECEIPT OF PAYMENT ORDERS** Payment Orders must be received by the Bank not later than 2:00 P.M. (Central Time) on a Fed Operating Day in order for the execution of such Payment Orders to be initiated by the Bank on such day. The Bank may treat any Payment Orders received after 2:00 P.M. (Central Time) as if it were received by 2:00 P.M. or may treat it as if it was received at the opening of the next Fed Operating Day. This deadline may change from time to time upon notice to you.

**C.3.EXECUTION OF PAYMENT ORDERS** The Bank will initiate the execution of each Payment Order received by it in your name as sender, provided that you have sufficient available funds on deposit in an Account, and provided that the Payment Order is verified as your authentic Payment Order using the Wire Transfer Security Procedure (as defined in Section c.7). The Bank may, but shall not be obligated to, initiate any Payment Orders if there are insufficient available funds in your Account(s) but if the Bank does execute any such Payment Order, you shall immediately pay on demand the amount of any overdraft. The Bank reserves the right to charge any other of your Accounts in the event no account is designated as an Account or the Account contains insufficient collected balances. Any Account overdraft balances will be subject to the Bank's standard overdraft fees and charges. The Bank shall have the right to select a method of transferring funds which it deems to be appropriate and reasonable under the circumstances.

**C.4.REJECTION OF PAYMENT ORDERS** You agree that the Bank reserves the right to decline to process, or to delay in processing, any Payment Order: (a) which is in excess of the collected funds balance in the Authorized Account at the time of the Bank's receipt of such Payment Order, (b) if initiating such Payment Order would cause the Bank, in the Bank's sole judgment, to exceed any volume, aggregate dollar, network, time or similar limits upon wire transfers which are applicable to the Bank or (c) if the Bank, in good faith, is unable to satisfy itself that the requested Payment Order has been properly authorized by the individual requesting the same, whether or not such person is an Authorized User. The Bank will notify you if a Payment Order is not executed by the Bank. Notification may be given orally, by telephone, by first class United States mail or private delivery services or by facsimile transmission as deemed commercially reasonable in the circumstances.

**C.5.CANCELLATION AND AMENDMENT OF PAYMENT ORDERS** Prior to the Bank's execution of a Payment Order, you may cancel or amend a Payment Order, provided that the cancellation or amendment instruction is received by the Bank at a time and in a manner affording the Bank a reasonable opportunity to act and that the cancellation or amendment is verified as your authentic instruction using the Wire Transfer Security Procedure. In the event the Bank is unable to effect the cancellation or amendment, the Bank shall incur no liability to you in connection therewith.

**C.6.MISIDENTIFICATION OF BENEFICIARY OR BENEFICIARY'S BANK** You acknowledge and agree that (a) if a Payment Order identifies the beneficiary by both a name and an identifying number and the name and identifying number identify different persons, payment of such Payment Order might be made by the beneficiary's bank on the basis of such identifying number, even if such number identifies a person different from the named beneficiary of such Payment Order; and (b) if a Payment Order identifies any bank by both name and an identifying number and such name and number identify different persons, any bank may rely on such number as the proper identification of the bank with respect to the Payment Order.

**C.7.WIRE TRANSFER SECURITY PROCEDURES** Your access of the Wire Transfer Feature by use of your Access Identifiers constitutes your approval of the transaction. Bank will e-mail using OFFICEBanker<sup>SM</sup> or fax a confirmation to the number designated by you in the Enrollment Form ("Wire Transfer Security Procedure"). You acknowledge that the Wire Transfer Security Procedure is commercially reasonable and constitutes proper authorization. If a Payment Order (or a request for cancellation or amendment of a Payment Order) received by Bank purports to have been transmitted or

authorized by you, it will be deemed effective as your Payment Order (or request) and you shall be obligated to pay Bank the amount of such Payment Order as provided herein even though the Payment Order (or request) was not authorized by you, provided Bank acted in compliance with the Wire Transfer Security Procedure.

**C.8.LIMITATION OF LIABILITY** In performing the Wire Transfer Feature of the OFFICEBanker<sup>SM</sup> Services, the Bank shall exercise reasonable care in accordance with banking industry standards, and shall be liable to you only for losses which are caused directly by the Bank's failure to exercise such care. You shall be responsible for any liability, loss, or damage resulting from the Bank's actions taken in accordance with instructions to the Bank from unauthorized persons so long as the Bank complied with the Wire Transfer Security Procedures. If a Payment Order, cancellation or amendment received by the Bank was transmitted or authorized by you, you shall be obligated to pay the amount of the Payment Order, whether or not the Bank complied with the Wire Transfer Security Procedures, whether or not that Payment Order, cancellation or amendment was erroneous in any respect or that error would have been detected if the Bank had complied with the Wire Transfer Security Procedures.

You agree to notify the Bank immediately by telephone and in writing within 10 (ten) calendar days after receipt of the confirmation of a Payment Order of any discrepancies between its records and the confirmation and the Bank shall not be liable for any discrepancies if such notice is not given within this period. In addition, all other review and reporting requirements of the Account agreements shall also apply.

The Bank is not responsible or liable for detecting any of your errors or inconsistencies in instructions contained in any Payment Order given by you to the Bank.

The Bank's liability for loss of interest resulting from the Bank's failure to exercise ordinary care shall be limited to the amount of interest on funds made unavailable to you computed at the rate paid by the Bank from time to time on regular savings accounts for each of the days for which interest is payable divided by 365, provided the Bank has been properly notified. The Bank shall be deemed to have exercised ordinary care if its action or failure to act is in conformity with general banking usages and practices and is not disapproved by the Uniform Commercial Code.

**C.9.FEDWIRE AND APPLICABLE RULES** Each Payment Order, cancellation or amendment may be executed using the "Federal Reserve Wire Network" ("Fedwire"). You acknowledge that the rights and obligations of the Bank and you with respect to any Payment Order, of which any part is carried out through the use of Fedwire, will be governed by all applicable laws, regulations, rules and operating circulars of the Federal Reserve System or Federal Reserve Banks and government agencies and the Bank's right to reverse, adjust, stop payment or delay posting of an executed Payment Order is subject to such applicable laws, regulations, rules and operating circulars.

## SCHEDULE D

## POSITIVE PAY FEATURE

**D.1.POSITIVE PAY.** The OFFICEBanker<sup>SM</sup> Services include access to the Positive Pay Feature of OFFICEBanker<sup>SM</sup>.

**D.2.DEFINITIONS.** As used in this Agreement:

- (a) "Check Information" shall mean such information identifying an Issued Check as the OFFICEBanker<sup>SM</sup> system may require (which may include, without limitation, account number, serial number, and amount) in a OFFICEBanker<sup>SM</sup> prescribed electronic format.
- (b) "Check Listing" shall mean a listing maintained in the OFFICEBanker<sup>SM</sup> Positive Pay system containing Check Information which has been electronically transmitted by Customer to OFFICEBanker<sup>SM</sup>.
- (c) "Issued Check" shall mean any check drawn by the Customer on the enrolled Account(s), at GSB.
- (d) "Presented Check" shall mean any check presented for payment at GSB which appears to have been drawn by Customer on GSB.

**D.3.TRANSMISSION AND INPUT OF CHECK INFORMATION** Prior to 5:00 PM on any Business Day during which Customer issues any Issued Check, Customer shall transmit Check Information to GSB using OFFICEBanker<sup>SM</sup>.

### **D.4.CHECK PRESENTMENT: PAYMENT OR RETURN**

- (a) Upon presentment of any Presented Check at GSB, OFFICEBankerSM shall by 8:00 a.m. on the Business Day following the Business Day of presentment, compare the Check Information for such Presented Check to the Check Information contained in the Check Listing.
- (b) If the Check Information (serial number and amount) for such Presented Check matches the Check Information for an issued Check listed in the Check Listing, such Presented Check shall be (i) conclusively presumed to be such Issued Check and (ii) authorized by Customer to be paid by GSB without further examination by GSB of such Presented Check.
- (c) If the Check Information (serial number and amount) for such Presented Check does not match the Check Information for any Issued Check listed in the Check Listing, Customer shall review such Presented Check for determination of payment disposition online using the OFFICEBanker<sup>SM</sup> Positive Pay system. Customer shall complete their determination of the payment disposition by 2:00 PM on the Business Day following the Business Day of presentment. Customer payment disposition of unmatched items will follow the instructions set forth on the OFFICEBanker<sup>SM</sup> enrollment form.
- (d) Nothing in this Agreement shall affect GSB's right to return any Presented Check to the depository Bank (i) pursuant to any controlled disbursement agreement among Customer and GSB or pursuant to any other agreement among any of Customer and GSB (ii) if the account on which such Presented Check was drawn does not contain sufficient available funds to pay such Presented Check, or (iii) if GSB in its sole discretion determines that such Presented Check is not properly payable.

**D.5.STOPPING PAYMENT** If Customer desires to stop payment of any issued Check listed in the Check Listing, Customer must issue a stop-payment order with respect to such Issued Check in accordance with GSB's usual stop-payment procedures.



## SCHEDULE E

## eSTATEMENT FEATURE

**E.1. THIS ADDENDUM.** This Addendum amends the OFFICEBanker<sup>SM</sup> Agreement and Disclosure Statement (the “Agreement”) between you and Glenview State Bank, including all previous amendments and addenda.

By logging on to the OFFICEBanker<sup>SM</sup> site on which this Addendum appears, you (the “user”) consent and agree to this eDelivery Addendum with respect to your selected checking or savings account and all of your accounts which are eligible and chosen by you for a combined statement (“Accounts”) for which OFFICEBanker<sup>SM</sup> services are provided.

This Addendum shall supersede and take precedence over the Agreement but only to the extent that this Addendum conflicts with or addresses matters not covered in the Agreement. Except as otherwise provided in this Addendum, all terms and conditions of the Agreement remain in full force and effect. All terms not defined in this Addendum shall have the respective meanings assigned to such terms in the Agreement.

**E.2. Electronic Delivery of Statements, Disclosures and Notices.** This Addendum allows the Bank to provide statements, disclosures and notices as described below (collectively, “eDocuments”) to you in electronic form, in lieu of paper form, including electronic delivery of statements (“eStatements”). Your eStatements and other eDocuments will be available on the OFFICEBanker<sup>SM</sup> site when they would otherwise be mailed to you by the Bank. The Bank will also send you an e-mail alerting you that an eDocument is available for your review.

**E.3. Providing eDocuments as a OFFICEBanker<sup>SM</sup> Service.** Making the eDocuments available to you as described in this Addendum shall be considered one of the “OFFICEBanker<sup>SM</sup> Services” for all purposes of the Agreement including, without limitation, Section 5 (Disclaimer of Warranties), Section 6 (Exclusion of Certain Damages; Limitation of Liability; Indemnity), Section 7 (Access Identifiers), Section 8 (Access, Transfer and Payment Limitations), Section 13 (Documentation), Section 15 (Systems Unavailability), Section 24 (Enforcement), Section 27 (Miscellaneous), Schedule A (Bill Payment Feature), Schedule B (ACH Origination Feature), Schedule C (Wire Transfer Origination Feature) and Schedule D (Positive Pay Feature) of the Agreement.

**E.4. Records Retention; Paper Copies upon Request.** Upon your consent to this Addendum, eDocument delivery will begin starting with your next statement cycle. It is your responsibility to retain your statements and other documents received as eDocuments either by downloading and storing the file electronically or by printing out your eDocuments and storing them on paper. If you later need a paper copy of an eDocument, the Bank will provide a paper copy, subject to its standard document retention policies, for a charge of \$5.00 per statement. Typically the Bank does not retain statements or other documents for more than seven (7) years.

**E.5. Official Record of Accounts** Section 3 of the Agreement is hereby deleted and replaced with the following:

(a) Except as otherwise provided below with respect to eDocuments, the Services allow you to view data for your Accounts with us a convenience and for informational purposes but are not the official record of your Accounts or their activity. The records of the Bank are the official records for all matters relating to the Accounts other than the eDocuments. The Account data available using the Services (other than eDocuments) is generally updated during the day but is subject to later adjustment and correction. Such Account data therefore should not be the basis for your deciding to take or not take any action.

(b) The eDocuments are the official record of those aspects of your Accounts that are the subject of the eDocuments unless and until the Bank provides paper copies of the eDocuments (for example, the eStatements are the official statements for your Accounts unless and until the Bank returns to providing paper statements for your Accounts).

**E.6. Joint Accounts.** In the Bank’s sole and absolute discretion, it may from time to time require authorization of and provide notice to more than one of the owners of a jointly-held Account. If any

Account which you have applied for and have been approved by us to receive eDocuments is a joint Account, please be advised that only you will receive and be able to access the eDocuments for such Account unless you provide the necessary information to the other joint Account holders or the joint Account holder has also signed up for eDelivery. Therefore unless the joint Account holder has signed up for eDelivery, you are solely responsible for promptly and timely sharing all eStatements and all other eDocuments provided in connection with such Accounts with your joint Account holder as may be needed and/or requested by any joint Account holder.

**E.7. Scope of Consent for Electronic Delivery of Statements and Notices.** Your consent to receive eDocuments covers the periodic statements, notices and disclosures you are provided in connection with your Accounts. The eDocuments consist of:

- Monthly checking or other account statements showing the activity in your Account(s)
- Periodic disclosures or monthly billing statements for your Account(s).
- Notice and disclosures that are required by regulation to be provided to you in writing that are typically provided on Account statements.

The Bank will send other notices and disclosures by regular mail.

The Accounts and various services offered by the Bank remain subject to the Agreement (except as amended by this Addendum) and the terms and conditions of all applicable account agreements, fee schedules, rules and regulations of the Bank relating to each type of Account.

**E.8. Hardware, Software and Internet Access Requirements.** In order for you to receive and retain your eDocuments, you are responsible for the hardware, software and Internet access as specified in the Agreement and as may be specified from time to time under this Addendum. You will also need a printer if you wish to print the eDocuments. The Bank is not responsible for providing, supporting or maintaining your hardware, software or Internet access.

**E.9. Change of email Address.** You agree to notify us immediately of any change in your e-mail address through the OFFICEBanker<sup>SM</sup> email change function or by contacting us by phone at 847-729-1900.

**E.10. Your Right to Withdraw Consent.** You have the right to withdraw your consent to receive eDocuments for any Account by stopping such using the preferred online method or by contacting us by phone at 847-729-1900. We will then discontinue eDocument service for that Account and you will receive paper copies of your statements and other documents for subsequent statement periods.

**E.11. Termination of eDocuments Services or Privileges.** The Bank reserves the right in its sole and absolute discretion to approve whether an Account and/or Account holder is eligible for these eDocument Services and to terminate this Addendum and/or to cancel the ability of any account holder to access any eDocument at any time without notice or as otherwise allowed by law. If the Bank takes any such action it shall make the necessary changes to allow for the delivery of any related Account statement and other materials to be provided as eDocuments by mail or as otherwise provided under the original terms of the applicable account agreement and disclosure statement.

**E. 12. Access, Privacy and Security.** You understand the importance of your role in preventing misuse of your accounts, including the importance of not disclosing or letting others have access to your Access Identifiers for the Accounts. If you use a work email address, other employees may have access to your e-mail. The eDocuments include important information about your Accounts, including the balances, the transactions conducted, other Account activity and the terms and conditions covering your Accounts.

**E.13. Errors or Discrepancies.** You agree to promptly examine your eDocuments for each of your Accounts as soon as you receive them. If you think your statement, receipt or transaction is wrong or you need more information about a transfer listed on the statement or receipt, telephone us at (847) 729-1900 or write at the address below as soon as possible. We must hear from you no later than 30 (thirty) days after we notify you by email of the availability of your statement on which the error or discrepancy FIRST

occurred. Notice can be mailed to Glenview State Bank, 800 Waukegan Road, Glenview, IL 60025. You must report any errors or discrepancies in accordance with applicable law. See Section 18 of the Agreement for additional requirements and procedures.