

BUSINESS DEBITCARD AGREEMENT

This Business DebitCard Agreement (“**Agreement**”) is made and entered into on this _____ day of _____, 200____, by and between **Old Second Bank** and _____ (“**Company**”).

This agreement governs the use of Business DebitCards (“**Card**”) issued to you (“**Company**”) for use by your officers, employees, agents and other representatives (“**Cardholders**”). By applying for a Business DebitCard, or by allowing use of any such Card, you agree to be bound by this Business DebitCard Agreement (“**Agreement**”) and accept its terms, rules and conditions as amended from time to time. Automated Teller Machine (“**ATM**”) and Point of Sale (“**POS**”) transactions are also subject to applicable laws, regulations, rules and other agreements governing your accounts. The Company shall be responsible for canceling any Card when an authorized signer or user leaves the Company or authority is retracted.

Definitions - The words “**you**” and “**your**” mean the business checking account customer for which a Business DebitCard is requested and issued. The word “**Cardholder**” refers to any person authorized by you to use your Business DebitCard including your business owners, officers, employees and agents. The words “**we**”, “**our**”, “**us**” or “**Bank**” means Old Second Bank. The term “**PIN**” means a Personal Identification Number. The term “**transaction**” includes any Card usage – whether at an ATM or POS terminal, regardless if PIN or signature based, or if the transaction is conducted in person, via Internet or by telephone.

Issuance of Cards - Bank will issue Cards in the name of the Company and in the names of the Employees as designated on the Application for Business DebitCard (“**Application**”). An owner, partner, or officer of the company authorized by your corporate resolution to have signature authority over the Company account must sign this agreement and approve all applications. You agree to immediately notify the Bank in writing whenever a Cardholder’s signing authority changes. The Employees must sign all Cards immediately upon receipt, but all Cards remain the property of Bank and must be surrendered to Bank upon demand. Company acknowledges that Bank is providing such service to Company as an accommodation only and, except as otherwise provided by non-waivable provisions of applicable law, Bank is not responsible in any way for the manner in which the Cards are utilized.

Security Measures – You agree to immediately notify us when you terminate a Cardholders’ rights and promptly return the Card, cut in half, to us.

The Card and PIN are provided solely for the use by the Company’s authorized representatives, and you agree to instruct each authorized Cardholder to a) sign the Card promptly following receipt: b) safely keep the Card and PIN separate and in the sole possession of the authorized user: c) not to disclose the PIN, record it on the Card or otherwise make it available to anyone else: d) use the Card, PIN at ATM or POS terminals only for business purposes, and only as instructed and authorized by us from

time to time: e) after dark, choose an ATM that is well-lit and be accompanied by another person: f) seek another ATM or return at a later time if there are suspicious circumstances: g) save all receipts (never throw them in the trash or on the ground) and verify each against your bank statement: h) report all crimes immediately to the operator of the ATM or local law enforcement official: and I) immediately report to us any loss, theft, disappearance or known or suspected unauthorized use of the Card or the PIN.

The Bank will mail Cards only to your business address. Cards will be issued with both your business and the Cardholder's name embossed on the card. If the employee has been given ATM access, they will need to come to the Bank to activate their card.

Account Access - Bank must authorize Business DebitCard access to each account. You can ask us at any time to add or remove accounts. You can access only one checking account with your Card. Account access will be given as directed in the Application for Business DebitCard.

You authorize us without further inquiry to credit or charge your account(s) for all deposits, withdrawals, purchases, transfers and payments initiated through use of your Card plus any related fees. You also authorize us to charge your account(s) for the amount of any check or other instrument for which you receive cash or credit in an ATM transaction if that item is dishonored, charged back or otherwise returned to us unpaid. Each time you use your Card for a transaction, the amount of the transaction is considered a withdrawal from your account, even if the transaction is not posted immediately to your account. You cannot place a stop payment on a Business Card transaction. Bank is not liable for any claims that you may have against a merchant in connection with any Business Card transaction.

Type of Transactions and Daily Usage Limits - All Cards issued will have the following access unless otherwise noted on the Application for Business DebitCard.

Transactions – You may use your Card at all ATM or POS terminals that are linked to the networks in which Bank is a participant, including all Old Second locations. You may use your Card to access one or more of the following services or as Bank will otherwise authorize from time to time.

- **ATM Deposits** -You can make deposits to your pre-selected account at Bank ATMs and non-Old Second ATMs that are designated to receive deposits. Please be advised that no more than six checks may be deposited per transaction and checks payable to or endorsed by more than one party may be rejected. All deposits are subject to receipt, verification, and collection by Bank. You agree to pay any special fees for collecting your deposit.
- **Other ATM Transactions** – If requested by the Company and authorized by Bank, you can, up to specified limits, a) withdraw cash from your pre-selected accounts at ATM networks in which Bank is participant, b) you can obtain balance information for your pre-selected accounts at ATMs.

- **POS Transactions** – If requested by the Company and authorized by Bank, you can, up to specified limits, pay for purchases at merchants that have agreed to accept Cards for POS transaction. For merchants who participate in the STAR network, transaction can be PIN-based and some of these merchants may permit cash-back transactions. For merchants who accept MasterCard, transactions will be signature based.

All issued Cards will have the following limits unless otherwise noted on the Application for Business DebitCard and authorized by Bank.

1. **ATM Withdrawals** - \$500.00 p/day
2. **Purchases (POS)** - \$1500.00 p/day

Documentation of Transactions - You agree to instruct your Cardholders to request receipts from ATMs and from merchants for each transaction. Most Internet merchants allow you to print a purchase confirmation, which serves as your receipt. You will need to keep a log of telephone transactions conducted by your cardholders. We will send you monthly account statements that will include a record of all Card transactions made during the statement cycle. You should promptly compare your Card receipts to your account statements for accuracy. You must report any discrepancies to us within 10 days of statement receipt, or you will lose your rights to claim errors or fraud.

Limitations of Service - Some of these services may not be available at all ATM or POS terminals. Bank reserves the right to restrict or to revoke use of any Company Card for one or more types of accounts or transactions. The Card and PIN shall remain our property, may be cancelled at anytime without notice and must be surrendered or destroyed upon request. Bank may also terminate any services at any time. Bank also reserves the right to limit the amount and/or frequency of withdrawals, transfers or purchases, and Bank may change those limits or impose other limits or restrictions on your use of the Cards. At our discretion, Bank may not authorize subsequent transactions or pay items drawn on your account due to outstanding Card transactions, which have not been posted, to your accounts. Bank may allow, at our discretion, transactions, which exceed your available account balance, if there is a negative balance in your account; you agree to pay the overdraft and any overdraft charges.

Foreign Currency Conversion - If you incur a charge in a foreign currency, MasterCard International, will convert the charge to a U.S. dollar amount, using the procedures in the MasterCard Operating Rules in effect at the time the transaction is processed.

Account Owner's Liability - You are fully responsible for all transactions processed by or permitted by anyone who is a Cardholder. You will not have the benefits of any consumer protection laws when using your Card. You understand your liability for the unauthorized use of the Business DebitCard could be greater than similar liability for a consumer check card transaction. Nevertheless, you agree to accept any additional risks that may result.

You are liable for Card transactions you did not authorize if we can prove that we processed the transaction in good faith and in compliance with commercially reasonable security procedures to which we both agreed, unless otherwise required by law.

Tell us at once if you believe your Card and/or PIN has been lost or stolen. Company should call (630)844-3286 during regular banking hours or 1(800)754-4128 after hours.

Telephoning us is the best way to keep your possible losses to a minimum. Company agrees to be unconditionally and without limitation liable for all debits effectuated by use of lost or stolen cards that occurred prior to 1 day of reporting the Card lost or stolen.

If you do not notify us within 10 days from when your account statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in your statement as correct, and you will be precluded from asserting otherwise. If you provide us with timely notice of a problem or an error in your statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

General - Bank may change the terms of this Agreement at any time. The change will be effective immediately if necessary for security reasons, otherwise upon posting notice of the change in our lobbies or, at our option, by our mailing notice of the change to you.

Applicable Illinois and federal laws and regulations shall govern this Agreement. The invalidity of any provision of this Agreement shall not affect other provisions. This Agreement shall be binding on your legal representatives, successors, and assigns.

You agree to pay all fees, expenses, and/or costs arising from and/or related to:
1) the use of your Business DebitCard including without limitation any service fees for an ATM and/or POS transaction; and 2) any collection and enforcement of this Agreement by Bank, including without limitation reasonable attorneys' fees, costs, and expenses.

Security Procedures - You acknowledge and agree that the security procedures described in this Agreement are commercially reasonable.

Company Program Administrator signature:

By: _____ Title: _____

Printed Name: _____

Old Second Bank Approving Officer :

By: _____ Title: _____