



OLD SECOND NATIONAL BANK PERSONAL DEPOSIT SERVICE FEES & ACCOUNT DISCLOSURES

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**PERSONAL DEPOSIT SERVICE FEES
Old Second National Bank**

The following charges may be assessed against your account and the following transaction limitations, if any, apply to your account:

SERVICE RENDERED	PRICE / UNIT
Automated Teller Machine/Electronic Fund Transfers	
Per ATM balance inquiry	\$1.00
Per Old Second ATM withdrawal	FREE
Per non-Old Second ATM withdrawal (unless noted by account)	\$2.00
Per ATM/Debit Card Replacement Fee (per card)	\$5.00
Per EFT/ACH return	\$35.00
Per EFT/ACH stop payment	\$35.00
Per 2nd Card, same owner	\$10.00
Per ATM withdrawal through a MoneyPass Network ATM	FREE

ATM Fees by others

If you use an automated teller machine that is not operated by an Old Second Bancorp Bank, you may be charged a fee by the operator of the machine and/or by an automated transfer network.

Balance Inquiries

Per Infoline balance inquiry	FREE
Per ATM balance inquiry	\$1.00
Per telephone balance inquiry	\$1.00

Miscellaneous

Clerical Research per hour	\$25.00
Closed checking/savings accts w/in 90 days of opening	\$25.00
Dormant account per month (only imposed on accts with balances under \$100)	\$5.00
Temporary Checks, per sheet of 4	\$1.00
Collections (per outgoing or incoming item)	\$30.00
Letter of Good Standing	\$15.00
Visa Gift Cards, each	\$4.00
Reloadable Cards	\$8.00 Setup, \$2.00 to Reload
Signature guaranty	\$15.00
Strapped currency, per strap	\$0.50
Debit Card Personalization Fee	\$8.00
Foreign currency per order	\$10.00

Copy Service

Per check copy	\$3.00
Per document copy	\$3.00

Returned Checks

Deposited checks returned per item	\$10.00
Redeposited check per item	\$10.00

Governmental Services

Per garnishment	\$125.00
Per levy	\$125.00
Per citation	\$125.00

Overdraft - Checking/Savings

Fees apply to overdrafts created by check, in person withdrawal, ATM withdrawal, or other electronic means. A maximum of six (6) such fees may be assessed per day.

Overdraft Paid Item Fee, each	\$35.00
Overdraft Return Item Fee, each	\$35.00
Continuous Overdraft Fee (Accounts overdrawn \$25 or more for 7 consecutive days will be charged \$5 each day after the 7th day.)	\$5.00

Money Connection Overdraft

Per sweep	\$10.00
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Special Statements

Per special statement	\$5.00
Per Infoline fax statement	\$2.00

Stop Payments

Per EFT/ACH stop payment	\$35.00
Per check stop payment	\$35.00
Per 3 or more check group stop payment	\$50.00
Infoline per check stop payment	\$35.00
Per personal money order stop payment	\$35.00
Per cashier's check stop payment	\$50.00

**PERSONAL DEPOSIT SERVICE FEES
Old Second National Bank**

Telephone Transfers

Up to \$500 telephone transfer	\$2.00
Over \$500 telephone transfer	FREE
Infoline Transfer	FREE

Coin

Loose Coin Under \$200	\$2.00
Loose Coin Over \$200	1% of amount
Rolled coin purchase, per roll after 5 rolls	\$.10

Official Bank Checks

Per personal money order	\$1.00
Per cashier's check	\$7.00

Wire Transfers

Per domestic outgoing wire transfer	\$30.00
Per domestic incoming wire transfer	\$15.00
Per foreign outgoing or incoming wire transfer	\$50.00
Per foreign currency conversion	\$15.00

eBanking Services

Online Banking	FREE
Bill Payment	FREE
Mobile Deposit Service	FREE
Per Mobile Excess Deposit	\$1.00
Send Money Person to Person	\$1.00
Bank to Bank Transfer	\$3.00

**SAFE DEPOSIT BOX FEES
Old Second National Bank**

Safe Deposit Box Fees

3x5 box, annual fee	\$35.00
3x10 box, annual fee	\$65.00
4x10 box, annual fee	\$65.00
5x10 box, annual fee	\$85.00
6x10 box, annual fee	\$95.00
10x10 box, annual fee	\$130.00
15x10 box, annual fee	\$135.00

Late charge fee	\$10% of annual box rent (Min \$5.00/Max \$25.00)
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Lost key fee (1 key)	\$20.00
Lost key fee (2 keys)	See box drilling fee

Box drilling fee	\$200.00
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**TRUTH IN SAVINGS DISCLOSURE
Old Second National Bank**

This disclosure contains information about terms, fees, and interest rates for some of the accounts we offer. Interest Rates and Annual Percentage Yields are current as of 4/20/2018.

MONEY CONNECTION CHECKING

RATE INFORMATION

- No interest is earned on this account.

LIMITATIONS

- You must deposit \$50.00 to open this account. (Does not apply to converted ABC Bank accounts.)

FEE INFORMATION

The following fees may be assessed against your account:

- If you receive a monthly paper statement for your checking account you will be charged a \$3.95 monthly Paper Statement fee. This fee does not apply to customers who receive an electronic checking statement (eStatement) or if primary account owner is 65+ in age.
- Check printing fee depends on style of check ordered.

PREMIER CHECKING

RATE INFORMATION

This is an interest-bearing account. Tiered Rate - Full Balance.

Range of Balances:	Interest rate	Annual Percentage Yield Ranges (as of 4/20/2018)	
		Min	Max
\$0.00 - \$9,999.99	0.000%	0.000%	0.000%
\$5,000.00 - \$9,999.99	0.050%	0.050%	0.050%
\$10,000.00 - \$24,999.99	0.100%	0.100%	0.100%
\$25,000.00 - \$49,999.99	0.120%	0.120%	0.120%
\$50,000.00 - \$999,999.99	0.120%	0.120%	0.120%

- The interest rate and annual percentage yield may change at our discretion, at any time.
- Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and interest will be credited to the account monthly.
- If the account is closed before interest is credited, you will not receive the accrued interest.

BALANCE INFORMATION

- We use the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year.
- You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

LIMITATIONS

- You must deposit \$5,000.00 to open this account. (Does not apply to converted ABC accounts.)

FEE INFORMATION

Account Fees/Service Charge, balance to avoid service charge and how balance is determined:

- A \$10 service charge will be imposed each month unless you maintain an average daily balance of \$2,000 during the statement cycle.

The following fees may be assessed against your account:

- No charge for transactions (deposits, withdrawals, balance inquiries, and transfers) completed at non-Old Second ATM's (This does not include fees that other ATM network owners may assess). Check printing fee depends on the style of check ordered.

TRUTH IN SAVINGS DISCLOSURE
Old Second National Bank

REGULAR SAVINGS

RATE INFORMATION

This is an interest-bearing account.

Range of Balances:	Interest rate	Annual Percentage Yield Ranges (as of 4/20/2018)	
		Min	Max
\$0.00-\$99,999,999.00	0.050%	0.050%	0.050%

- The interest rate and annual percentage yield may change at our discretion, at any time.
- Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and interest will be credited to the account quarterly.
- If the account is closed before interest is credited, you will not receive the accrued interest.

BALANCE INFORMATION

- We use the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year.
- You must maintain a minimum balance of \$250.00 in the account each day to obtain the disclosed annual percentage yield.

LIMITATIONS

- (Applies to Savings and MMDA Only) You may make six (6) transfers from your account each four (4) week or similar period by preauthorized or automatic transfer, telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by you and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.
- You must deposit \$250.00 to open this account. (Does not apply to converted ABC accounts.)

FEE INFORMATION

The following fees may be assessed against your account:

- A service charge of \$3.00 will be imposed every month if the balance in the account falls below \$250.00 any day of the month.
 - There will be a \$1.50 fee per withdrawal after 3 withdrawals per month.
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JUNIOR SAVER

RATE INFORMATION

This is an interest-bearing account.

Range of Balances:	Interest rate	Annual Percentage Yield Ranges (as of 4/20/2018)	
		Min	Max
\$0.00-\$99,999,999.00	0.050%	0.050%	0.050%

- The interest rate and annual percentage yield may change at our discretion, at any time.
- Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded quarterly and interest will be credited to the account quarterly.
- If the account is closed before interest is credited, you will not receive the accrued interest.

BALANCE INFORMATION

- We use the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year.
- No minimum balance to obtain the disclosed annual percentage yield.

LIMITATIONS

- (Applies to Savings and MMDA Only) You may make six (6) transfers from your account each four (4) week or similar period by preauthorized or automatic transfer, telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by you and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.
- You must deposit \$10.00 to open this account. (Does not apply to converted ABC accounts.)
- The minimum amount you may deposit is \$5.00.

FEE INFORMATION

The following fees may be assessed against your account:

- There will be a \$1.50 fee per withdrawal after 3 withdrawals per month.
- Account reverts to a Regular Savings when minor turns 18 years of age. All applicable Regular Savings rates, balance requirements, limitations and fees will apply.

TRUTH IN SAVINGS DISCLOSURE
Old Second National Bank

MONEY MANAGER MONEY MARKET

RATE INFORMATION

This is an interest-bearing account. Tiered Rate - Full Balance.

Range of Balances:	Interest rate	Annual Percentage Yield Ranges (as of 4/20/2018)	
		Min	Max
\$0.00 - \$4,999.99	0.000%	0.000%	0.000%
\$5,000.00 - \$24,999.99	0.080%	0.080%	0.080%
\$25,000.00 - \$49,999.99	0.100%	0.100%	0.100%
\$50,000.00 - \$99,999.99	0.110%	0.110%	0.110%
\$100,000.00 - \$249,999.99	0.140%	0.140%	0.140%
\$250,000.00 - \$999,999.00	0.150%	0.150%	0.150%

- The interest rate and annual percentage yield may change at our discretion, at any time.
- Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Interest will be compounded monthly and interest will be credited to the account monthly.
- If the account is closed before interest is credited, you will not receive the accrued interest.

BALANCE INFORMATION

- We use the daily balance method to calculate interest on the account. This method applies a daily periodic rate to the principal in the account each day.
- We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year.
- You must maintain a minimum balance of \$5,000.00 in the account each day to obtain the disclosed annual percentage yield.

LIMITATIONS

- (Applies to Savings and MMDA Only) You may make six (6) transfers from your account each four (4) week or similar period by preauthorized or automatic transfer, telephone (including data transmission) agreement, order or instruction or by check, draft, debit card or similar order (including POS transactions), made by you and payable to third parties. Transfers and withdrawals made in person, by messenger, by mail or at an ATM are unlimited.
- You must deposit \$5,000.00 to open this account. (Does not apply to converted ABC accounts.)

FEE INFORMATION

Account Fees/Service Charge, balance to avoid service charge and how balance is determined:

- A \$15.00 service charge will be imposed every month if the balance in the account falls below \$5,000.00 any day of the month.

The following fees may be assessed against your account:

- For each debit in excess of 6 per month there will be a \$12 per item charge. There will be a \$10 fee per Overdraft Sweep. Check printing fee depends on the style of check ordered.

DEPOSIT ACCOUNT AGREEMENT Old Second National Bank

INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your.” The Financial Institution is referred to as “we,” “our,” and “us.” This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term “Agreement” means this document, the signature card, a rate and fee schedule (which may be in the form of a Rate and Fee Schedule, Time Certificate of Deposit, or Confirmation of Time Deposit, hereinafter called the “Schedule”), Truth in Savings disclosures, a Funds Availability Policy Disclosure, and an Electronic Funds Transfer Agreement and Disclosure, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the “Account”) is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorneys’ fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal.

INTEREST. If your Account earns interest, the following information applies: **(A) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding (“Interest Rate”). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. **(B) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(C) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(D) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. **(E) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. **(F) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

BALANCE METHODS. As used in this Agreement, the “average daily balance” method means “the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period.” The “daily balance” method means “the application of a daily periodic rate to the full amount of principal in the account each day.”

DEPOSIT RULES. The following terms apply to deposits made to your Account: **(A) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. Endorsements should be in black ink. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(B) Final Payment.** All non-cash items (for example, checks) deposited to your Account are posted subject to our receipt of final payment by the payor bank. Upon receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. If an item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the item or upon any other generally accepted notification of return of the item, in charging you or any of your Accounts for the amount of the returned item. We reserve the right to refuse any item for deposit into your Account. **(C) Notice of Stop Payment, Legal Process, or Setoff.** A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to a cutoff hour listed elsewhere in our Agreement with you, and if no cutoff hour is given, no later than the close of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in this Agreement. **(D) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least 30 days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in the Final Payment paragraph above. **(E) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds. **(F) Substitute Checks and Electronic Files Pertaining to Original Checks.** If you deposit a “substitute check” (as defined in Regulation CC § Section 229.2(aaa)) or a purported substitute check into your Account, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the item not meeting applicable substitute check standards and/or from duplicate payments associated with the item. If you provide us with an electronic representation of a substitute check for deposit into your account instead of an original check, you agree to reimburse us for losses, costs and expenses we may pay or incur associated with the substitute check resulting from the electronic representation not meeting applicable substitute check standards and/or from duplicate payments associated with the item.

DEPOSIT ACCOUNT AGREEMENT
Old Second National Bank

WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: **(A) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(B) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you don't have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program). Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. A service charge may be assessed on any withdrawal created by check, in-person withdrawal, ATM withdrawal, or other electronic means that results in an overdraft, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus service charges, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debt against your account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. **(C) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(D) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. **(E) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(F) Signatures.** You recognize that we have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to our customers. In light of this, you agree that we do not fail to exercise ordinary care in paying an item solely because our procedures do not provide for the sight examination of items with a face amount below an amount specified by us from time to time. You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of mechanically reproduced signature (such as, but not limited to, desktop publishing, digitized, or computer software generated signature), you agree you shall have the sole responsibility for maintaining security of the facsimile or mechanically reproduced signature and the device by which the facsimile or mechanically reproduced signature is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile or mechanically reproduced signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile or mechanically reproduced signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it. **(G) Preauthorized Drafts.** If you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(H) Electronic Check Conversion.** You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your account. The merchant uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant's account. After the information is gathered from the check, the merchant should mark it void and return it to you. You should sign and receive a receipt documenting the transaction. This type of transaction generally results in funds being removed from your account faster than a normal check transaction. A description of the transaction will appear on your statement from us. Checks used in these types of transactions will not be returned with your statement. This type of electronic funds transfer from a consumer account is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosure(s). **(I) Re-presented Checks.** If a merchant electronically re-presents a check returned due to insufficient or uncollected funds, that transaction is not covered by the Electronic Funds Transfer Act. Checks involved in this type of transaction will not be included with your statement. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check. If a merchant electronically collects a fee associated with the re-presentation of a check, the fee transaction is covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Agreement and Disclosures if the fee is debited as an electronic funds transfer from a consumer account. A description of the transaction will appear on your statement. **(J) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. **(K) Non-Customer Check Cashing Fee and Identification.** If a person who is not a deposit customer of ours presents a check drawn against one of your accounts for payment over the counter, we may require identification that meets our standards including a thumbprint or fingerprint from the person and we may (subject to applicable law) charge the person a service charge for cashing the check. You agree that if the person refuses to comply with our identification standards and/or refuses to pay the service charge, we may dishonor the check and we have no liability to you for refusing to cash the check.

DEPOSIT ACCOUNT AGREEMENT Old Second National Bank

STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. If we offer NOW accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

SAVINGS ACCOUNTS. If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply. **(A) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six (6) transfers and/ or withdrawals during any one (1) calendar month or statement cycle (the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction or by check, draft, debit card, or similar order made by you and payable to third parties. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) of any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule). **(B) Excess Transactions.** In accordance with federal law, if you have more than the allowable preauthorized transfers or preauthorized checks or drafts (for money market accounts) in any one period, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

TIME DEPOSITS. If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(A) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. **(B) Exceptions.** We may let you withdraw money from your Account before the maturity date without an early withdrawal penalty: (1) when one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

STOP PAYMENT ORDERS. Subject to certain limitations, you may order us to stop payment on any check or other item payable for your Account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months. A stop payment order may be renewed for an additional six (6) months if renewed during the effective time period. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. If you stop payment on an item and we incur any expenses or damages because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any holder of the item.

Based upon the type of account ownership that you have designated, the following terms and conditions apply.

INDIVIDUAL ACCOUNTS. An Individual Account is an account in the name of one depositor only. Only that person may write checks against the Account or withdraw money, regardless of who actually owns the funds.

MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts:

(A) Joint Account Ownership. An account with two or more Account Holders is a joint account. Unless you designate otherwise on the Signature Card, joint Account Holders will be considered joint tenants with right of survivorship.

(1) Joint Tenants With Right of Survivorship. If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s).

(2) Joint With No Right of Survivorship. If your Account is a joint account with no right of survivorship (Joint as Tenants in Common), upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder.

Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation: to withdraw all or any part of the account funds; to pledge the account funds as collateral to us for any obligation, whether that of one or more Account Holders or of a third party; to endorse and deposit checks and other items payable to any joint Account Holder; to give stop payment orders on any check or item, whether drawn by that Account Holder or not; and, to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account.

Your obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder benefited

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from the withdrawal. If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. Further, the Account is subject to the right of setoff as set forth below.

(B) Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiary under the Account. When the trustee dies, the Account is owned by the named beneficiary or beneficiaries. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

(C) P.O.D. Account. A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payee(s) under the Account. Each Account Holder may change the P.O.D. payee(s) under the Account without the consent of the other Account Holder(s) and/or P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. Any P.O.D. payees are designated as beneficiaries with no lineal descendent per stirpes (No LDPS) transfer unless noted in the alternative on the signature card. To the extent permitted under this Agreement, each Account Holder may withdraw funds from the account. As between Account Holder(s), the Account is held as a Joint Account With Right of Survivorship. When the last Account Holder dies, the Account is owned by the P.O.D. payee(s) that survive the last Account Holder. If there is more than one surviving P.O.D. payee, the payees shall hold the Account in equal shares as Tenants in Common with no right of survivorship. If there is no surviving P.O.D. payee upon the death of the last owner, the proceeds shall vest in the estate of the last surviving Account Holder of the Account.

ADDITIONAL ACCOUNT TYPES. This section applies to other deposit account types:

(A) Formal Trust Account. A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

(B) Uniform Transfer to Minors. If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

(C) Agency Account. An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

(D) Business Accounts. If the Account is not owned by a natural person (a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, etc.), then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

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

(F) Attorney Client Trust. Subject to applicable law, an Attorney Client Trust or IOLTA Trust Account is an account set up by an attorney or law firm to hold client or third party funds in trust, separate from the attorney's or law firm's funds. Upon our request, the authorized signers for an Attorney Client Trust or IOLTA Trust Account will provide documentation required by applicable state law and applicable bar association (or similar entity) rules. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the attorney or law firm as trustee(s). The attorney, law firm, or any authorized individual on the account agrees to indemnify, defend and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the trustee(s) or authorized individuals in handling or dealing with the account. Additional account terms are governed by a separate agreement. If this is an IOLTA Trust Account, we will not permit the lawyer or law firm to receive the interest. The interest (minus applicable fees) on an IOLTA Trust Account will be remitted to the designated organization, pursuant to your instructions and at your request. IOLTA Trust Accounts are used to hold an attorney's or law firm's client funds that are nominal in amount or held for short periods of time.

(G) Real Estate Broker Client Trust Accounts. Subject to applicable law, a real estate broker may open account(s) to hold client or third party funds in trust, separate from the broker's funds. We act only as custodian of the funds. We are under no obligation to act as a trustee or to inquire as to the powers or duties of the broker or other authorized signer(s) as trustee(s). The broker and any authorized individual on the account in their

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individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any client or third party with respect to the authority, actions or inaction taken by the broker or authorized signer(s) in handling or dealing with the Account. Upon our request, the authorized signer(s) for this type of account will provide to us any documents required by applicable law and / or real estate professional rules.

(H) Government/Municipal/Public Funds Accounts. This type of account is owned by a government or public entity. For this type of account, you agree to provide us with authorization document(s) (in a form acceptable to us) stating that we are designated as a depository for the funds of the government or public entity and such documentation shall state the individual(s) authorized to act on behalf of the government or public entity and the extent of their authority. We may rely upon such documentation until we receive written notice of a change and new authorization documents. We are not responsible for any transaction conducted by a previously authorized individual until we actually receive written notice that the authorized individual's authority has been revoked. Unless specifically stated otherwise in the authorization document(s), we can rely on one authorization for all accounts owned by the government or public entity. If required by law, you agree to enter into a Collateral Security Agreement regarding this type of account.

(I) Minor's Trust Account. An account established to hold money in trust for the benefit of the Minor, indicated as owner on the signature card. The trust funds shall be owned by the Minor; however, the funds shall be managed for the benefit of the Minor by the Trustee(s), indicated as Custodian(s) on the signature card. Upon the Minor reaching age eighteen (18), either the Minor or the Trustee(s) may manage the funds in the account for the benefit of the Minor. The trust shall terminate once the Minor reaches age eighteen (18) and either the Minor or the Trustee(s) removes the Trustee(s) from the account. Funds in the account may be managed by depositing funds, withdrawing funds, or closing the account. Trustees may appoint additional trustees. Upon Minor's first action to manage the account Minor agrees to be bound by all terms and conditions of the account as outlined in this Deposit Account Agreement Disclosure and any other related account documents. If all Trustee(s) on the account shall decease or be incapacitated before the Minor attains age eighteen (18), the legal guardian of the Minor shall be the successor Trustee. We act only as custodian of the trust funds and are under no obligation to act as a Trustee or to inquire as to the powers or duties of the Trustee(s). The Trustee(s) and/or Minor, upon reaching contractual capacity, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the Trustee(s) or Minor in handling, dealing with, or managing the Account.

ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh plan and Trust Accounts) without notice, for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys' fees, or other obligations. If the Account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. We may not exercise our right of setoff or security interest if prohibited by the Military Lending Act.

DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we may charge a dormant account fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

INACTIVE ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for six (6) months or longer, and it is not classified as dormant, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the interest, transfer, and draft capabilities of the account. Subject to applicable law, we may charge an inactive account fee on the Account.

ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. We will not be liable for any check that is altered or any signature that is forged unless you notify us within Thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within Ten (10) calendar days after the statement and first altered or forged items were made available. Except for transactions covered by the Electronic Fund Transfer Act, you must also report any other Account problem within Sixty (60) calendar days or lose your right to assert the problem against us. If the suspected account problem involves a substitute check that you receive, you may (under some circumstances) be entitled to make a claim for an expedited refund. Such a claim may be subject to different notification timeframes. See the Substitute Check Policy Disclosure (if applicable) for further information. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within Thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

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WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

(A) Provisional Payment. Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A - 403(a) of the Uniform Commercial Code in the state in which you have your account with us. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

(B) Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

UNLAWFUL INTERNET GAMBLING TRANSACTIONS PROHIBITED. If you are a commercial customer, you certify that you are not now engaged in, and during the life of this Agreement will not engage in, any activity or business that is unlawful under the Unlawful Internet Gambling Enforcement Act of 2006, 31 USC 5361, et seq., (the "UIGEA"). You may not use your Account or any other service we offer to receive any funds, transfer, credit, instrument or proceeds that arise out of a business that is unlawful under the UIGEA. You agree that if anyone asks us to process a transaction that we believe is restricted under the UIGEA, we may block the transaction and take any other action we deem to be reasonable under the UIGEA and this Agreement.

NOTICES. The following terms apply to notices relating to your Account. **(A) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(B) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

ACCOUNT TERMINATION. You and we agree that either of us may close your Account(s) and terminate this Agreement at any time with or without cause. We will provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that advance written notice from us will be reasonable if it is mailed to your statement mailing address at least thirty (30) calendar days prior to the date upon which an account will be closed and this Agreement terminated. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. You may close any of your accounts by notifying us in writing. When an interest bearing account is closed, there may be accrued interest that has not been credited to the account. In that case, we will pay you the interest UNLESS we have told you otherwise. Further, for security reasons, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The termination of this Agreement and closing of an account will not release you from any fees or other obligations incurred prior to the date upon which this Agreement is terminated and an account closed, any fees assessed by us in the process of closing an account, or from your responsibility to maintain sufficient funds in an account to cover any outstanding checks or other debit items.

GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Illinois in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

CREDIT VERIFICATION. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your account to a credit reporting agency if your account is closed because you have abused it.

SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. You agree not to use the Account for any illegal activity. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations

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where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

ADDENDUM TO DEPOSIT ACCOUNT AGREEMENT & DISCLOSURE

CHECKING ACCOUNTS – Your checking account consists of two sub-accounts. The first sub-account is a transaction sub-account and the second sub-account is a non-transaction sub-account. Funds will be maintained in the transaction sub-account based on your checking activity and a threshold balance we establish. The remainder of the funds will be maintained in the non-transaction sub-account. We will transfer funds from your non-transaction sub-account into your transaction sub-account when necessary to cover all account activity. Transfers from the non-transaction sub-account into the transaction sub-account can be made up to six times per calendar month. On the sixth transfer, the entire balance of the non-transaction sub-account will be transferred into the transaction sub-account. The timing and amount of the transfers and the threshold balance will be set by us, do not require you to do anything and may be changed by us at any time. If your checking account earns interest, then both sub-accounts will earn interest. If your checking account does not earn interest, then neither subaccount will earn interest. The sub-accounts are treated as a single account for purposes of fees, interest, minimum balance requirements, paying checks and charges, and making withdrawals. You will not be charged for the transfers that we make between the sub-accounts.

ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE
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COMBINED AUTOMATED TELLER MACHINE (ATM) SERVICES, POINT OF SALE (POS) AND DEBIT CARD SERVICES

TYPES OF TRANSACTIONS/TRANSFERS: You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. You may also use the card to pay for purchases from merchants that accept the POS debit card with a MasterCard or Discover symbol. You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. Unless you specify a different account during Automated Teller Machine (ATM) transactions, your Primary Account will be used for your transactions. Your Primary Account number and information may be obtained from the Combined ATM/POS/Debit Card Request Form. At present you may use your card to (some of these services may not be available at all ATMs):

- **MasterCard¹ POS Debit Card**
- **Discover² POS Debit Card**

TYPES OF TRANSACTIONS

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Make loan payments from your deposit accounts.

LIMITATIONS ON FREQUENCY AND AMOUNT

- You may withdraw up to a maximum of \$1,000.00 (if there are sufficient funds in your account) per day.

FEES AND CHARGES

- See Personal Deposit Service Fees

ATM FEES

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

POINT OF SALES (POS) SERVICES

TYPES OF TRANSACTIONS

You may use the card and PIN issued you to pay for purchases from merchants who have agreed to accept the card at Point of Sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. Point of Sale (POS) transactions will be deducted from your Primary Account. Point of Sale (POS) transactions involving a refund will be credited to your Primary Account. Your Primary Account number and information may be obtained from the POS Request Form.

LIMITATIONS ON FREQUENCY AND AMOUNT

- You may purchase up to a maximum of \$2,000.00 worth of goods and services per day, exclusive of ATM withdrawals.

FEES AND CHARGES

- See Personal Deposit Service Fees

TELEPHONE ACCESS (AUDIO RESPONSE)

TYPES OF AUDIO RESPONSE SERVICES

You may access your deposit accounts by using a separate personal identification number (PIN) assigned to you and your account number in our audio response system. At the present time you may use the system to:

TYPES OF TRANSACTIONS

- Transfer funds between your deposit accounts.
- Obtain balance information on your deposit accounts.
- Determine if a particular check has cleared your account.
- Make payments from deposit accounts to loan accounts.

LIMITATIONS ON FREQUENCY AND AMOUNT

- n/a

FEES AND CHARGES FOR AUDIO RESPONSE TRANSACTIONS

- See Personal Deposit Service Fees

PREAUTHORIZED ELECTRONIC FUNDS TRANSFERS

TYPES OF PREAUTHORIZED TRANSFERS

You may arrange for us to complete the following preauthorized transfers to or from your deposit accounts:

- Accept direct deposits from your employer or other financial institutions to your checking or savings account.
- Accept direct deposits from the U.S. Treasury Department to your checking or savings account.
- Pay certain recurring bills from your checking or savings account.
- Transfers made after 7 p.m. will be posted on the next business day.

ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE Old Second National Bank

LIMITATIONS ON FREQUENCY AND AMOUNT

- n/a

FEES AND CHARGES

- See Personal Deposit Service Fees

ONLINE BANKING SERVICE

TYPES OF TRANSACTIONS

You may access certain account(s) you maintain with us by computer using your assigned user ID and password by accessing the online banking service. You may use the online banking service to perform the following functions:

TYPES OF TRANSACTIONS

- Transfer Funds Between Eligible Accounts.
- Obtain Balance Information on Eligible Accounts.
- Review Transactions on Eligible Accounts.
- Make Loan Payments.
- Stop Payment Requests.
- Advance Funds From Credit Line.
- Online Bill Payment.
- Obtain Copy of Statement.
- Allow Export of Transaction History to PFM.
- SendMoney - person to person transfer/bank to bank transfer.
- Transfers made after 7 p.m. will be posted on the next business day.

LIMITATIONS ON FREQUENCY AND AMOUNT

- You may access your account using the Send Money Person to Person transfer service through O2 Online Banking to initiate payments from checking to third parties. Transfers may not exceed \$2,500 per Business Day, excluding per transfer fees.
- You may access your account using the Bank to Bank transfer service through O2 Online Banking to initiate transfers from checking or savings to yourself at other financial institutions. Transfers may not exceed \$2,500 per Business Day, excluding per transfer fees.
- Posting time: For posting purposes, contingent on recipient registration, transfer payment instructions for both Send Money and Bank to Bank Transfer services through O2 Online Banking completed before 2:00 PM CT on any Business Day, will not be processed until the following Business Day. Transfer payment instructions completed after 2:00 PM CT will be processed within the following two Business Days.

FEES AND CHARGES FOR ONLINE BANKING SERVICE

- See Personal Deposit Service Fees

¹MasterCard is a registered trademark of MasterCard International Corporation. ²Discover is a registered trademark of Discover Financial Services.

ELECTRONIC FUNDS TRANSFER AGREEMENT AND DISCLOSURE

This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving an account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution. The abbreviation "PIN" or word "code" means a personal identification number.

- **Other EFT Transactions.** You may access certain account(s) you maintain with us by other EFT transaction types as described below:

Electronic Check Conversion. You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your account. Electronic check conversion is a payment process in which a merchant (after obtaining your authorization) uses your check to gather routing, account, and check number information to initiate a one-time EFT. This type of EFT transaction involving a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

Re-presented Checks Transactions and Fees. You may authorize a merchant to electronically collect a fee associated with the re-presentation of a check that is returned due to insufficient or unavailable funds. The resulting fee transaction if debited as an EFT from a consumer account is covered by the Electronic Funds Transfer Act and this disclosure. When a merchant re-presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act and this disclosure. A description of the transaction will appear on your statement.

You have (if applicable) designated the Card which will access your accounts on the front of this form. The following limitations may be applicable to your accounts, except as provided by law:

Liability for Unauthorized MasterCard Debit Card Transactions on Cards Issued to Certain Consumers and Small Businesses. The zero liability limit described below only applies to a United States-issued MasterCard branded debit card issued to: (i) a natural person, or (ii) a business or other entity only if the card is issued under a "small business" program described on MasterCard's website at www.mastercardbusiness.com. The zero liability limit described below does not apply if you are a business or an entity of any sort (corporation, limited liability company, partnership, etc.) unless the card issued to you is a "small business" card described above. The zero liability limit described below does not apply until your identity is registered by or on behalf of the card issuer. Under MasterCard's zero liability policy as described in the MasterCard Rules (as may be amended from time to time), the zero liability limitation described below may not apply for other reasons.

Tell us **AT ONCE** if you believe your MasterCard debit card has been lost or stolen or if you believe any unauthorized transactions have been made using your MasterCard debit card. Your liability for unauthorized use of your debit card with the MasterCard logo will not exceed zero dollars (\$0.00)

ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE **Old Second National Bank**

if the following conditions have been met: (i) you have exercised reasonable care in safeguarding your card from risk of loss or theft; and (ii) upon becoming aware of such loss or theft you promptly reported the loss or theft to us. If the conditions set forth above have not been met, you may be liable for unauthorized transactions to the extent allowed under applicable law (for example, see Liability for Unauthorized Transfers paragraph below). To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number or address set forth in the Liability for Unauthorized Transfers paragraph below. This will help prevent unauthorized access to your account and minimize any inconvenience.

MasterCard is a registered trademark of MasterCard Worldwide or its subsidiaries in the United States.

Liability For Unauthorized Discover Debit Card Transactions.

You are protected against unauthorized use of your Discover Debit Card with our Zero Liability protection, provided you have handled your Discover Debit Card responsibly, have not reported more than two unauthorized events within 12 months and have not benefited from its unauthorized use. If unauthorized use occurs, report it to your financial institution immediately.

Discover is a registered trademark of Discover Financial Services.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your card, ATM PIN, POS card or PIN, or Audio Response PIN has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) 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 the time periods. If you believe that your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth in the Contact Information.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are:

- Monday through Friday
- Holidays are not included

Documentation

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a preauthorized deposit. If you have a passbook account, you may bring your passbook to us and we will record any direct deposits that we made to your account since the last time you brought in your passbook.

Terminal Receipt. You can get a receipt at the time you make a transfer to or from your account using an ATM or POS terminal. However receipts for transactions of \$15.00 or less may not always be available.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the telephone number listed in the Contact Information to find out whether or not the deposit has been made.

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the money in your account is subject to legal process or other claim restricting such transfer.
- If the transfer would go over the credit limit on your overdraft line.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us, write us or email us using the Contact Information listed below as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

ELECTRONIC FUNDS TRANSFER AGREEMENT & DISCLOSURE Old Second National Bank

If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the error involves a new account. For errors involving new accounts, point of sale debit card transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- To complete transfers as necessary;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- To comply with government agency or court orders; or
- If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN, POS PIN or Audio Response PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN, POS PIN or Audio Response PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Enforcement. In the event either party brings a legal action to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including fees on any appeal, subject to any limits under applicable law.

Termination of ATM, POS and Audio Response Services. You agree that we may terminate this Agreement and your use of the ATM Card, POS or Audio Response services, if:

- You or any authorized user of your ATM PIN, POS card or PIN or Audio Response PIN breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM PIN, POS card or PIN or Audio Response PIN;
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Preauthorized Electronic Fund Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic fund transfers out of your account(s), you can stop any of these payments. Here's how: Call us or write to us at the telephone number or address listed in the Contact Information, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. Refer to our fee schedule provided to you earlier for the amount of the stop payment charge.

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

Liability for Failure to Stop Payment of Preauthorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

CONTACT INFORMATION

37 S. River Street
Aurora, IL 60506
(877) 866-0202
Supportcenter@oldsecond.com

FUNDS AVAILABILITY DISCLOSURE
Old Second National Bank

YOUR ABILITY TO WITHDRAW FUNDS. Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. However, funds from cash deposited at a teller window and electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except: Saturdays, Sundays and federal holidays. Our cut-off hours are as follows: Branches: the daily closing time – ATMs: 2:00 p.m.

If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200.00 of your deposits, however, may be available on the first business day after the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- We believe a check you deposit will not be paid.
- There is an emergency, such as failure of computer or communications 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

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, 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. If we accept for deposit a check that is drawn on another financial institution, 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.

Deposits at Automated Teller Machines. Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the first business day after the day of your deposit. This rule does not apply at ATMs that we own or operate. You can make deposits at ATMs, not owned or operated by us, that we have identified as part of the following systems: PULSE Network.

Special Rules For New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, 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 \$5,000 may be available on the ninth 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 one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on this financial institution will be available on the first business day after the day of your deposit.

Funds from all other check deposits will be available not later than the fourth business day after the day of your deposit.

CUSTOMER OVERDRAFT DISCLOSURE Old Second National Bank

INTRODUCTION

The funds in your checking account may be spent using a number of "access devices," such as when you write a check, use your ATM or debit card at an automated teller machine (ATM) to obtain cash, use your debit card to purchase goods or services at point-of-sale (POS) or when you have payments preauthorized or made through online banking (for instance, via ACH). Each time you use one of these devices, your account will be charged for the amount you spent. You need to have sufficient funds in the account to cover all your payments or you will have "non-sufficient funds" (NSF), causing what is called an "overdraft" in your account, and you will be charged a fee by the bank and by the party you were paying. All types of debit items, including bank fees and service charges, may overdraw your account.

As a service to our account holders, Old Second National Bank may pay reasonable overdrafts as a non-contractual courtesy. We will strive to pay your overdraft whenever possible to help avoid the significant fees that may be charged by third parties for your items that are returned unpaid. However, the Bank must operate in accordance with all safety and soundness standards, and, as required by law, we will not pay overdrafts for ATM and debit card transactions unless you opt in, as described below.

PAYMENT CRITERIA

We continually perform an evaluation on all of our customer accounts to determine if it is financially sound to pay items that may cause an overdraft in your account. The account criteria used to evaluate your overdraft payment limit includes:

- Age of Account
- Deposit Regularity
- Account Status (relating to any legal or administrative order or levy)
- Overdraft Repayment Trend
- Balance of Deposits
- Previous Overdraft Activity
- Status of Loan Obligations (with Old Second Bank)
- Number of Days Overdrawn

OVERDRAFT FEES

When your account has insufficient funds, a \$35.00 fee is charged for every "non-sufficient funds" item - whether the item is paid or returned unpaid. A maximum of six (6) fees may be assessed per day. If your account is overdrawn \$25.00 or more for seven (7) consecutive days, it will be charged \$5.00 each business day after the 7th day. There is no charge for an overdraft of less than or equal to \$5.00.

OVERDRAFT ITEMS

We are not obligated to cover any check, ATM withdrawal, POS or debit card transaction, preauthorized debit, ACH transaction or any other electronic transaction presented for payment if your account does not contain sufficient collected and/or available funds. Should a check be submitted or a transaction be presented for funds exceeding what is collected and/or available in your account, pursuant to the Depositor's Account Agreement, you will be responsible for the amount of any overdraft and applicable fees immediately. It is your obligation to keep your account in good standing with the Bank and to immediately bring your account to a positive balance should an overdraft situation occur - without notice or demand from us.

POSTING ORDER

We currently process checks and other items according to certain risk priorities. Within each priority, each day we generally process items from the highest to lowest dollar amount. For this purpose, we use two processing groups: the First processing group is over-the-counter items, POS/debit card transactions and ATM withdrawals; the Second processing group includes checks and all other debit items. This posting order balances your need to have your most important payments paid, but, if you opt in, it also makes sure that your small ATM and POS transactions are posted first and do not result in numerous small overdrafts.

OVERDRAFT SERVICES

You may authorize the payment of overdrafts caused by ATM and everyday POS/debit card transactions by "opting in" to our **ATM/Debit Overdraft Service**. You may opt in at one of our branches, by calling (877) 866-0202, by mail to the address below, or online. You may rescind your decision to participate in the ATM/Debit Overdraft Service at any time as provided below.

The **Standard Overdraft Service**, which does not require an opt-in, generally covers the payment of overdrafts caused by any item(s) other than ATM and everyday debit card transactions such as checks, drafts, ACH, miscellaneous debits, etc.

CANCELLATION

If you would prefer that the institution not pay any items when there are not sufficient funds in your account, you may "Opt-Out" of the Standard Overdraft Service and/or the ATM/Debit Overdraft Service by simply contacting us at:

**Old Second National Bank,
Attn: Records Department
37 S River Street
Aurora, IL 60506**

Or if you prefer, you can contact us at (877) 866-0202 and express this preference. In doing so, you are confirming that you are fully aware that without this discretionary service or some other form of overdraft protection such as an account transfer, any items presented that overdraw your account may be returned unpaid with the applicable "non-sufficient funds" fee charged to your account for each item.

The Depositor's Account Agreement prescribes your duties, obligations and rights, as well as the Authorized Signatories and Old Second National Bank with regard to the account. The terms of the Depositor's Account Agreement supersede the overdraft policy in the event of a potential conflict.

OLD SECOND DEBIT REWARDS PROGRAM TERMS & CONDITIONS
Old Second National Bank

Description of the program

- a. The rewards program is a service provided through Augeo Affinity Marketing ("administrator") and Old Second Bank.
- b. Cardholders will earn ("points") for purchases of all eligible goods and services using the participating Old Second Bank debit card ("card"). The cardholders points will be accumulated at the rate of one point per five (5) dollars in signature transactions processed on the cardholder's debit card. Points will not be earned or accumulated for PIN transactions and service fees.
- c. Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the card during each periodic billing cycle ("billing cycle") by the cardholder(s) ("net purchase(s)"). Net purchases are rounded to the nearest dollar and are subject to verification.
- d. Accrual of points may begin on the date the card and the card agreement is received by the cardholder.
- e. If multiple reward cards are linked to the same checking account, points earned from each card will be issued together and posted to one reward account. If multiple reward cards are not linked to the same checking account, they may not be added together or transferred from one account to another.
- f. Points may not be combined with any other loyalty/frequency reward program.
- g. Old Second Bank reserves the right to award bonus points to selected cardholders.
- h. If a transaction is subject to a billing dispute, the point value of the transaction will be deducted from the points total during the dispute period. If the transaction is reinstated, points will be reinstated.
- i. Old Second Bank and the administrator shall have no liability for disagreements between cardholders regarding points.
- j. Old Second Bank and the administrator's decision regarding point discrepancies shall be final.
- k. At Old Second Bank and the administrator's option, redemption of points may be restricted, limited, expired or cancelled at any time without prior notice.
- l. In the event of fraud, abuse of program privileges, or violation of the program rules (including any attempt to sell, exchange or transfer points or the instrument exchangeable for points), Old Second Bank and the administrator reserve the right to cancel cardholder's membership in the rewards program including invalidating all points for abuse, fraud, or any violation of the program terms and conditions. Old Second Bank and the administrator may make such a determination in its sole discretion.
- m. To redeem points, cardholder's debit account must be open, meaning not voluntarily closed, canceled or terminated for any reason, and cannot have any other status preventing authorizations at the time of redemption request.
- n. Points can only be redeemed based on the points available as reflected on cardholder's most recent account statement or last purchase cycle transmitted to administrator.
- o. Points are tracked and redeemable on a first-in, first-out basis. Points will expire three (3) years from the date of issuance.
- p. Redeemed points are deducted from the cardholder's point balance as of the request date of a reward.
- q. Points are not redeemable for cash and cannot be offset against the cardholder's obligation to Old Second Bank.
- r. Points must be redeemed by the cardholder, and may be used for another person.
- s. Points are not the property of the cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- t. The cardholder agrees to release Old Second Bank, the administrator, and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by the cardholder, associated with a reward or use of rewards while participating in this program and in the case of a travel reward, anyone traveling with or without the cardholder, in connection with the receipt, ownership, or use of any reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- u. The cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- v. Old Second Bank and the administrator are not responsible for typographical errors and/or omissions in any program document.
- w. Old Second Bank and the administrator reserve the right to change the terms and conditions of the rewards program without notice.
- x. Eligibility in the program is restricted to individuals who have a statement address within the 50 United States or the District of Columbia.
- y. The rewards program is void where prohibited by federal, state, or local law.

Travel rewards

The administrator's travel redemption center is able to take care of all travel arrangements. They are a full service agency that can assist with air rewards, hotel, auto, vacation and cruise reservations. The hours of operation for the travel redemption center are Monday through Friday from 5:00 a.m. to 12:00 a.m. CST, Saturday and Sunday from 6:00 a.m. to 10:00 p.m. CST.

- a. All travel must be redeemed through administrator's fully licensed redemption reservation center or website. Cardholders must have an eligible rewards card at the time of redemption.
- b. All airline tickets issued in exchange for points are non-refundable and non-changeable after ticket issuance, without paying the standard fees charged by each airline. Changes are subject to authorization by the airline and subject to any fees charged by the airline and redemption center.
- c. Lost, stolen or otherwise destroyed airline tickets will not be replaced without the cardholder paying the standard fees charged by each airline.
- d. Cardholders may make additional travel reservations with the administrator's travel department or website using their O2 Rewards debit card.
- e. Airfares are not guaranteed until ticket is issued. All reservations will receive a fax or email on the same day the ticket is issued. The cardholder must call in any corrections or discrepancies by the close of business, the same day the ticket is issued. The travel redemption center will do their best to accommodate all changes and requests. Any changes or corrections done the following day or thereafter are subject to all airline airfare charges, exchange fees and processing fees and processing charges.
- f. Paper airline tickets are subject to the individual airline paper ticket fees.
- g. If a paper ticket is issued, the cardholder has two options for delivery. The cardholder can sign a waiver stating that they accept responsibility for a lost ticket, and then the ticket will be sent via US Mail. The second option is to pay a shipping fee for the ticket to be sent via overnight delivery. Priority, Saturday and outside the forty-eight (48) contiguous states, deliveries will be subject to additional shipping charges.
- h. The cardholder is responsible for payment of all baggage charges, departure taxes seat assignment charges, or other charges that may be assessed by airlines, travel companies and/or governmental entities as a result of travel under the O2 Rewards program.
- i. Administrator's normal and customary fees associated with processing travel related services are billed to the cardholder's O2 Rewards debit card.
- j. Old Second Bank and administrator are not responsible for the performance by the airlines of the ticketed transportation. All reservations are made subject to the conditions of airlines, supply or business of the party providing the service, which include exclusions and limitations of liability. The airline industry is in constant flux and changes made by this industry are done quickly and frequently without notice, therefore, reward redemption rules for air travel are subject to change without notice.

OLD SECOND DEBIT REWARDS PROGRAM TERMS & CONDITIONS
Old Second National Bank

- k. A valid government ID must be presented at the airport and it must match the traveler's complete name as listed on the airline ticket.
- l. Travel insurance: For added protection, it is highly recommended that all travelers consider purchasing travel insurance at the time of ticketing to cover airline bankruptcy, trip cancellation & interruption, baggage delays and lost baggage, medical expense, emergency medical transportation, and vehicle rental collision insurance.

Travel credit

Cardholders may redeem points for a travel credit, which can be applied to any travel reservation including airline tickets and hotel reservations. The travel credit will be immediately applied to the total cost of the travel reservation. The cardholder will then be responsible for paying the amount remaining after the travel credit is applied to the full value of the travel reservation.

Airline ticket

Cardholders may redeem points for a single lowest published airfare as follows:

- a. Each free ticket must be ordered through administrator for an airline ticket on a scheduled U.S. or International carrier.
- b. All tickets must be for round-trip travel on the same airlines or code share airline.
- c. En-route stopovers are not permitted unless they are to make direct connections.
- d. Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.
- e. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
- f. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.
- g. Administrator reserves the right to choose a major airline of their choice on which to reserve and ticket cardholders for free tickets.
- h. The travel redemption center has the right to book a reservation within two (2) hours of a requested travel time for departures and returns.

NON-TRAVEL REWARDS

Merchandise

- a. When necessary, the administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The administrator reserves the right to replace or remove certain sections within any O2 Rewards program literature or website. All rewards are subject to availability.
- b. Merchandise rewards will take four to six (4-6) weeks to be delivered from the time of order. Multiple rewards may arrive at different times because they may be provided by different vendors.
- c. No shipments of merchandise can be made to APO/FPO or PO Box addresses.
- d. Merchandise shippable by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands will have an additional freight charge billed to the cardholder's rewards card.
- e. Merchandise pictured in any O2 Rewards program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. Old Second Bank and the administrator are not responsible for errors or omissions.
- f. The number of points required for reward items are subject to change.
- g. Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. All items delivered by common carrier must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before cardholders sign to accept shipment of merchandise.
- h. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

Gift cards, gift certificates and prepaid cards

- a. Points may be redeemed for gift cards or gift certificates from select merchants. Most gift cards or gift certificates are delivered within 2-4 weeks, to the address specified on the order file with the administrator, as long as it is within the United States and its territories. Points may also be redeemed for prepaid cards. The prepaid cards, issued by Visa®, may take up to 4-6 weeks for delivery and can only be shipped within the United States.
- b. Gift cards, gift certificates and prepaid cards cannot be returned, and are not redeemable for cash or credit.
- c. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card, gift certificate or prepaid card are the responsibility of the cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the gift cards are at the cardholder's expense.
- d. Gift cards, gift certificates and prepaid cards may also be subject to other restrictions imposed by the merchant. Gift cards and gift certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services.
- e. Additional terms and conditions may be specified on the gift card, gift certificate, or prepaid card.
- f. If a merchant declares bankruptcy the administrator is not liable for the underlying funds on the gift card or gift certificate.
- g. No dormancy or service fees will be charged by this administrator on the underlying funds of the selected reward gift card or gift certificate.
- h. Once the gift cards, gift certificates or prepaid cards are redeemed and/or used, the cards are not returnable, exchangeable or replaceable.
- i. Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. We (the administrator) abide by the merchant's policy. If a gift card or gift certificate is lost or stolen, once received by you, you must report the occurrence to us (the administrator) immediately. We reserve the right to decline to replace lost or stolen gift cards or gift certificates.
- j. If gift cards, gift certificates or prepaid has been ordered by the cardholder and not received by the cardholder (addressee), the cardholder must notify the administrator using the provided customer service number. The cardholder must notify the administrator no earlier than fifteen (15) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the administrator will investigate. The administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
- k. The administrator is not responsible if a recipient or cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or gift certificate that was received from this reward site.
- l. The prepaid Visa® cards have an expiration date. The expiration date is imprinted on the front of the prepaid card. Expired prepaid cards cannot be replaced.
- m. Visa is a trademark of Visa U.S.A. Inc.

FACTS

WHAT DOES OLD SECOND BANCORP, INC. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and payment history
- account balances and transaction history
- checking account information and overdraft history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Old Second Bancorp, Inc. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Old Second Bancorp, Inc. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call toll free 1-877-866-0202 or go to www.oldsecond.com



Who we are	
Who is providing this notice?	Old Second Bancorp, Inc. Old Second National Bank River Street Advisors, LLC
What we do	
How does Old Second Bancorp, Inc. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does Old Second Bancorp, Inc. collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ■ open an account or deposit money ■ apply for a loan or make deposits or withdrawals from your account ■ use your credit or debit card <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>
Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Our affiliates include the following financial companies: Old Second Bancorp, Inc., Old Second National Bank, and River Street Advisors, LLC.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ■ <i>Nonaffiliates we share with can include companies that perform marketing services solely on our behalf or to other financial institutions with whom we have joint marketing agreements.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ■ <i>Our joint marketing partners may include financial services companies, investment companies, credit card companies, and insurance companies.</i>
Other important information	

SECURITY RESOURCES **Old Second National Bank**

Old Second is committed to helping you protect your assets and valuables. Visit our website for useful resources, including:

- Security tip infographics
- Security products
- Online security measures
- Educational videos
- And more

Learn more: oldsecond.com/Security

ATM/NIGHT DEPOSIT SAFETY PRECAUTIONS **Old Second National Bank**

As with all financial transactions, please exercise discretion when using an ATM or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

- Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
- Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
- Compare your records with the account statements you receive.
- Don't lend your debit card to anyone.
- Remember: do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
- Protect the secrecy of your Personal Identification Number (PIN). Don't tell anyone your PIN. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
- Prevent others from seeing you enter your PIN by using your body to shield their view.
- If you lose your debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
- When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset.
- Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
- If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
- Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
- At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
- We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

Special Precautions for Using an ATM at Night

- Park close to the ATM in a well-lighted area.
- Take another person with you, if at all possible.
- If the lights at the ATM are not working, don't use it.
- If shrubbery has overgrown or a tree blocks the view, select another ATM and notify your bank.

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