

BUSINESS DEPOSIT ACCOUNT AGREEMENT

This Business Account Agreement ("Agreement") applies to each business deposit account ("Account") established by you with Urban Partnership Bank at this time or in the future. In this Agreement, the terms "*you*" and "*your*" refer to the sole proprietorship or other legal entity that owns the business deposit account and to any authorized representative or user of the Account, as applicable. The terms "*us*", "*we*", "*our*" and "*Bank*" apply to Urban Partnership Bank. The words and phrases in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

This Agreement replaces any prior agreement between you and us regarding your Account. By signing an application or signature card or using your account you accept and agree to all of the terms and conditions in this Agreement as we may modify from time to time. All times used in this Agreement are Central Time (CT).

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DEFINITIONS

The following terms have the meanings stated below when used in this Agreement:

Account means any business deposit account including without limitation a Checking account, money market account, certificate of deposit or savings account you have with us that is governed by this Agreement.

ACH means an automated clearing house, which processes credits and debits through an electronic network.

Agreement means this Agreement, the schedule of banking fees, rate sheets for interest bearing accounts, and any separate service or master agreement and any amendments, disclosures or agreements that we provide to you when you open your Account or later if we change the terms of your Account. Other services such as Business On-line banking, Remote Capture and Treasury Management have additional agreements. If there is a conflict between the provisions of this Agreement and a separate service or master agreement, the separate service or master agreement controls for that service. If there is a conflict between any provision of this Agreement and any statements made by any of our employees, this Agreement will control.

Affiliate means any entity that controls, is controlled by, or is under common control with the Bank, whether directly or indirectly.

Applicable Law means applicable federal law and Illinois law (when it is not superseded by federal law), and applicable rules and regulations, including but not limited to, those issued by the Board of Governors of the Federal Reserve System ("Federal Reserve") and other federal banking regulators, the State of Illinois, and applicable clearinghouse and card association rules. Where state law supersedes federal or Illinois law, the laws of the state where your Account is maintained will govern. Your Account is maintained at the branch where it was opened, unless we notify you otherwise. If you opened your Account by mail, internet or other remote means, your account is maintained (a) at the branch in the state where you have your principal place of business if we have a branch in such state or (b) otherwise in Illinois.

ATM means automated teller machine.

Authorized Signer means an individual designated by the Owner of an Account as authorized to conduct transactions, sign an agreement or document relating to an Account, close the Account or do anything else involving the Account on behalf of the Account Owner. Authorized Signers must be designated by an Account Owner using authorization forms provided or approved by the Bank.

Available Balance means those funds in your Account available for immediate use in accordance with Funds Availability Policy minus the amount of any Holds placed on funds in your Account. Your Available Balance will increase when the deposits you make become available for use and will decrease when we debit items from your Account or place a Hold on funds in your Account. If we make funds available, it does not mean we have received payment. If we do not receive payment for any such deposit, we have the right to debit your Account for the deposit amount and any applicable fees.

Business Day means Monday through Friday, excluding federal holidays, even though we may be open on a Saturday or Sunday. Transactions on Saturday, Sunday and federal holidays are posted on the next Business Day.

Card means your ATM or debit Card we issue to you to access your Account, including Visa® Check Card.

Check means Check, draft, electronic image, or other negotiable instrument, including substitute Checks, deposited to or debited from your Account.

Item means any transaction posted to your Account, including Checks, in-person withdrawals or transfers, ATM transactions, credit or debit Card transactions, preauthorized electronic funds transactions, ACH entries or any other credits or debits to your Account.

Hold means an action we take to temporarily reduce your Available Balance. A Hold may be placed under the Funds Availability Policy, in connection with a court order, when we have authorized a POS transaction using your Card or for other reasons described in this Agreement. You cannot withdraw funds that are subject to a Hold.

Ledger Balance is the balance as of the close of business on the previous Business Day that reflects all deposits and withdrawals (and other credits and debits) as they are recorded on our record of your Account. For example, if you deposit a check written on another bank, your Ledger Balance will reflect the deposit, even though we may not actually collect the funds from the other bank until a later date.

Loss or Losses means any loss, cost, liability, claim, damage or expense (including reasonable attorneys' fees and court costs).

Negative Balance Fee means the fee charged on the fifth (5th) Business Day your Account is overdrawn, if the Bank paid an Item(s) or fees charged to your Account resulting in an Overdraft and you fail to pay the Overdraft amount.

Owner or Account Owner means the legal owner of the Account, including any business entity, sole proprietorship, limited liability company, business trust or public agency or municipality.

Overdraft means a negative balance in your Account that results when the Available Balance in your Account is less than (i) the amount of any Item(s) that are received for payment and paid by the Bank, and (ii) any fees assessed by the Bank and charged to your Account.

Paid OD (Overdraft) Fee means the fee charged when the Bank pays an Item charged to your Account resulting in an Overdraft, rather than returning the Item as described in the schedule of banking fees.

Returned NSF (Non-Sufficient Funds) Fee means the fee charged when an Item or fee received for payment exceeds the available funds in your Account and the Bank returns the Item unpaid as described in the schedule of banking fees.

ACCOUNT OWNERSHIP

Business Account Ownership. When you open an Account with us, you shall advise us of the type of ownership you wish to establish for that Account. Some common forms of ownership include, but are not limited to, a sole proprietorship, corporation, partnership (including a limited partnership and limited liability partnership), limited liability company, an unincorporated association or organization (which includes religious, charitable or tax-exempt), fiduciary or IOLTA. We are authorized to transact business with the Account under the instructions of those persons whose signature appears on the signature card, resolution or other Account authorization form you have provided us as described below.

If the Account Owner is a sole proprietorship that means that a single person conducts the business as to his or her own property instead of through a business organization. A sole proprietor may also designate Authorized Signers by providing to us the appropriate Account authorization form.

Fiduciary Accounts may be established by one entity acting for the benefit of another person or entity in a fiduciary capacity. These Accounts may be opened by a legal representative or another party, such as a receiver appointed by a court order, an escrow agent under an escrow agreement or a trustee under a trust agreement. We require documentation, satisfactory to us, that authorizes you to act as a fiduciary before we establish a fiduciary Account for you. The Bank has no obligation to monitor or enforce the terms of any document authorizing the actions of the fiduciary, nor do we have any fiduciary duties to the person that opened the Account or the beneficiaries of the Account.

Authorization Forms. We will require a signature card and resolution or other Account authorization form that designates the Authorized Signer(s) authorized to access your Account and conduct banking business with us on your behalf. The Account Owner may terminate the authorization of an Authorized Signer at any time. We will honor such authorization according to its terms until we receive properly authorized written notice (or replacement authorization documents) that the existing authorization is changed or terminated and we have a reasonable opportunity to act on such notice. We will not be liable for any Loss if you fail to timely and properly notify us of changes in authorization or an Authorized Signer. The Bank has no obligation to monitor transactions to determine that they are made on behalf of the Account Owner. In the case of an Account Owner that is a sole proprietorship, this authorization terminates automatically upon the Bank being informed in writing of the death of the Account Owner. The Bank may refuse to accept an Authorized Signer or may require additional documentation prior to accepting designation of an Authorized Signer. The Account Owner is responsible for ensuring that all Authorized Signers have reviewed this Agreement. We may communicate information about your Account to all Authorized Signers, and will view communications from any Authorized Signer as a communication from you.

TIN and Backup Withholding. When you open an Account you must provide us with your Taxpayer Identification Number ("TIN") and provide us with other requested information before your Account is opened. When you sign an application or signature card you certify that the TIN you provided is correct and you are not subject to backup withholding. If you do not provide your TIN we may refuse to accept your initial deposit, pay interest on your balances, or permit withdrawals or transfers, and may close the Account.

Interest payments may be subject to backup withholding if: (i) the IRS notifies us that you furnished an incorrect TIN; or (ii) we are notified by the IRS that you are subject to backup withholding.

GENERAL TERMS RELATING TO ALL BUSINESS ACCOUNTS AND SERVICES

Deposits. Business Days and cut-off times are provided in the Funds Availability Policy. You may make your deposits in person, by mail, through a Bank ATM, through an electronic transfer, by night depository or by direct deposit. Deposits received after the cut off time or on a non-Business Day will be posted as of the next Business Day. Deposits sent by mail or deposited into night depositories are not considered received by the Bank until actual delivery by the U.S. Postal Service or until removal from the night depository, whichever applies. The Bank is not liable for deposits sent or made in a night depository until the deposit is actually received and processed pursuant to our current procedures. We reserve the right to require a formal Night Depository Contract to be signed by Night Depository users.

All deposits are subject to verification by the Bank. At our discretion, we can refuse, limit, or return any deposit. We have sole discretion to determine whether we accept Items for deposit or collection, including Items drawn on a non-U.S. bank or Items payable in a foreign currency. We are not liable to you if we refuse a deposit or accept a deposit on a collection basis and you incur an Overdraft on your Account. Handling an Item "for collection" means that instead of accepting the Item for deposit, we send the Item directly to the issuer's bank for payment. We will credit your Account only when we receive final payment for the Item. You agree to pay a collection fee for each collection, as disclosed to you in the schedule of banking fees. If the Item is payable in foreign currency, the credit to your Account will be determined by the paying bank using its exchange rate in effect at the time of final collection in U.S. dollars and the credit will reflect fees charged by the paying bank.

The Bank's Funds Availability Policy describes availability for withdrawal of funds deposited to a Checking Account. Items sent for collection and Items we accept for deposit which are drawn on a non-U.S. bank or are payable in a foreign currency are not subject to our Funds Availability Policy.

Withdrawals. Subject to the limitations set forth in this Agreement you may make withdrawals from your Account in any manner permitted by the Bank for the type of Account that you have opened. We may debit your Account on the day an Item is presented by electronic or other means or at an earlier time based on notification received by us that such Item drawn on your Account has been deposited for collection in another financial institution or is intended to be deposited for collection for anticipated purchases or prearranged reservations or charges including, but not limited to, restaurants, hotels, travel or rental car charges reserved or incurred.

Prior Notice of Withdrawal - Interest Bearing Accounts. Federal regulations provide that we must retain the right to require at least seven (7) calendar days written notice prior to any withdrawals from the funds deposited into a business savings account or money market account. If we tell you that we require seven (7) calendar days written notice, we will not pay your funds until the expiration of that notice period. Although we usually pay withdrawals or Checks without notice, our doing so does not mean that we give up this right.

Regulatory Transaction Limitations Applicable to Savings and Money Market Accounts. As required by federal regulations, certain transfer limitations apply to savings and money market accounts:

- 1) Up to six (6) transfers out of your Account per month or statement cycle are permitted including: preauthorized, automatic, telephonic transfer to another account of yours or to a third party or by Check, debit card, or similar order to a third party.
- 2) Unlimited withdrawals are permitted if they are done in person, by messenger, by mail via a Check sent that is payable to you or at an ATM. If a Check is not sent to you, the transfer counts toward your maximum of six (6) transfers per statement period. You may also make unlimited transfers to pay loans you have at the Bank.

If you exceed these transfer limitations, in addition to the per Item charge, your Account may be closed or your funds transferred to a non-interest bearing business Checking account.

Fees and Charges. The fees identified in our schedule of banking fees provided to you when you opened your Account apply to each of your Accounts. You agree to pay fees and other charges in connection with your Account and you authorize us to deduct the fees and charges from your Account, even if that causes an Overdraft. Fees and charges are subject to change at any time. We may refrain from imposing any fee or charge at our sole discretion. This is not a waiver of our rights and will not affect our ability to impose such fees and charges in the future, without advance notice to you.

USA Patriot Act. 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 or business entity that opens an Account. When you open an Account with us, you must provide us with your business entity name, principal place of business address, TIN and copies of your organizational documents and, if we request, identifying information regarding Account Owners.

Currency Transaction Reporting. Federal law requires all financial institutions to gather and report information about certain types of cash transactions. By maintain your Account with us, you agree to provide all information we may reasonably request to comply with this regulation. If you refuse to give us this information, we may close your Account.

Credit Reports. You authorize us to make any inquiries we deem necessary to determine whether to open or maintain your Account. This may include obtaining a credit report or other information on the business, its Owners or other Authorized Signers. In certain circumstances, we report information about your Account activity to credit bureaus. We have the right to advise credit bureaus if your Account is closed for misuse.

Privacy and Disclosure of Information. We protect the confidentiality of your financial information. We do not disclose information about your Account or transactions in your Account except as required or permitted under Applicable Law.

Illegal Transactions. You agree not to use your Account for any transactions that are illegal, including restricted transactions under the Unlawful Internet Gambling Enforcement Act, as amended from time to time (the "UIGEA"). If we reasonably believe a transaction is prohibited or involves other illegal activities, we reserve the right to refuse a transaction, freeze or close your Account.

Termination. We reserve the right to close your Account, with or without cause, at any time. You may close your Account at any time after we have received written notice from you and have had a reasonable opportunity to act on it; provided, you have paid all fees and charges incurred before your Account was closed, including an account closing fee, if applicable, and all Items have been collected. If your Account is closed before interest is credited, you will not receive the accrued interest. The existence of a zero balance in your Account does not terminate your Account, however if your account has a zero or negative balance for 30 consecutive days, we may close your account. We are not liable to pay any Check, withdrawal or other order after your Account is closed. The provisions of this Agreement, which by their nature are intended to be binding after your Account is closed, shall remain binding between you and us, including, but not limited to, indemnification obligations and limitations on liability.

Pre-Authorized Debits for Loan Payments. Unless other arrangements for loan payments have been agreed upon in writing, you authorize us to charge your Account any unpaid amounts, including fees and charges, which may be outstanding at any time. We will attempt to give you notice prior to debiting your Account, but we are not obligated to provide such notice.

FDIC Insurance. We are a FDIC insured financial institution and as such, have deposit insurance coverage in accordance with FDIC limits. For more information about FDIC deposit insurance coverage visit: www.fdic.gov/quicklinks/bankers.html

Legal Process. We may comply with any writ of attachment, adverse claim, execution, judgment, garnishment, tax levy, citation to discover assets, turnover or restraining order, subpoena, warrant or other legal process, however served or made which we, in our sole discretion, believe to be valid. Any such legal process is subject to our security interest and right of set-off. We may, in our sole discretion, respond to legal process by placing a hold on funds in your Account subject to such legal process, close your Account or interplead the funds. You agree to pay us all of our fees and expenses, including reasonable attorneys' fees, in responding to any such legal process, which fees and expenses may be charged against your Account even if an Overdraft is created. We may also place a hold on your Account in anticipation of such fees and expenses. We will have no liability for complying with such legal process, or if there are insufficient funds available in or another restriction on the Account balances because of actions we take in response to such legal process.

Waiver. We may waive any of the provisions of this Agreement, including fees and penalties, but the waiver will apply only on that occasion and does not create or give rise to a course of dealing between you and us. You should not rely on us to continue to waive any such provisions.

Business Accounts Presumed to be Dormant or Abandoned. State and federal law and our internal policies govern when any Account is considered abandoned or dormant. The Applicable Law to determine abandonment will be the law of the state of your address we have in our records. Generally in instances where you have not communicated with us or you have not increased or decreased the balance in your Account for an extended period of time as provided by Applicable Law, your Account is deemed abandoned. For certain purposes, automated transactions, including the posting of interest, may not be considered activity for this definition, even though the balance in your Account may change. All interest bearing accounts, other than certificates of deposit and retirement accounts, are dormant after thirty-six (36) months have passed from the date of the last deposit, withdrawal or non-automated transfer to or from the Account. All non-interest bearing accounts are dormant after twelve (12) months have passed after the date of the last deposit, withdrawal or non-automated transfer to or from the Account. If we consider your Account dormant we may, but are not obligated, to hold all statements (rather than mailing to you), but fees and charges will continue to apply except where legally prohibited. These charges are not considered activity affecting the balance in your Account. We assess a dormant account fee which can be found in the schedule of banking fees. We will continue to pay interest on your interest-bearing Account until it becomes abandoned and your funds are remitted. In accordance with Applicable Law, we will remit any abandoned funds to the applicable state and we shall be no longer liable to you for such funds. We will comply with the Applicable Law regarding any notice to you regarding our remitting abandoned funds to the state. Once the abandoned funds are remitted to the state, you must contact the state to determine what is required to reclaim those funds. After the funds in your Account are remitted to the state, the Account is closed and no interest shall continue to accrue on any interest bearing Account.

Substitute Checks/Check Imaging. To make Check processing faster, federal law permits banks to replace original Checks with "substitute Checks." These Checks are similar in size to original Checks with a slightly reduced image of the front and back of the original Check. The front of a substitute Check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute Check as proof of payment just like the original Check. Some or all of the Checks that you receive back from us may be substitute Checks.

Checks and Forms. All Checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. We offer Checks in a number of styles and at various prices. Unless we have approved them in advance, we may refuse to accept Checks someone else provides because our equipment may not be able to read or process them including the ability to produce a digital image of your Check. You agree to maintain adequate safeguards to ensure the authorized use of the Checks or other forms you retain and agree to notify us immediately if you become aware that any Checks or other forms are lost or stolen. You are responsible for Losses we, you or any other person may suffer if a Check you issue or deposit is returned or processing of the Check is delayed because we did not approve the Check or as a result of any writing or marking that you or a prior endorser place on the front or back of the Check, improper printing on Checks, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue Checks in a manner so as to prevent unauthorized completion, alteration or addition.

Facsimile Signatures and Signature Devices. You agree not to use an automatic Check writing service which operates through the use of a personal computer, a facsimile signature or stamp or other method of providing a mechanical signature on Checks

unless specifically authorized by a separate agreement with us to do so. We may refuse to honor Checks drawn by means of any such signature device without such written agreement even if we have honored such signatures previously. Alternatively, at our discretion, we may honor such Checks without a written agreement if the signature resembles any other signatures appearing on any Check which was issued that you did not report as unauthorized. In doing so, we are authorized to rely upon and to accept as genuine signatures which you have accepted by prior use without any duty by us to determine the genuineness thereof or whether or not the affixing of such a signature to a Check has been authorized by you or the person whose name is so affixed.

You agree that if you utilize an automatic Check writing service which operates through the use of a personal computer, a facsimile signature or a stamp, you shall have the sole responsibility for maintaining the security of any such computer, stamp or facsimile device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such signature device whether or not you are negligent. You also recognize that the treatment of each Check presented against your Account through the use of such signature device will be the same as if such Check was signed by you. In addition to your indemnification obligations elsewhere in this Agreement, you further agree to indemnify and hold us harmless from and against any and all Losses that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of such signature device, facsimile signature or stamp that reasonably resembles the signature you use.

Stop Payment Orders. Stop payment orders on Accounts may be either oral or written, but oral orders are only effective for fourteen (14) calendar days unless confirmed in writing and written orders are only effective for one-hundred eighty (180) days unless renewed by another written order. The stop payment order takes effect after we verify that the Check is unpaid and we have a reasonable time to act and are not guaranteed for the first 24 hours after placement. Stop payment orders received after regular banking hours shall be deemed received at the opening of business on the next Business Day. We may honor Checks after a stop payment order has expired, without providing prior notice to you. If you have authorized us in advance to make regular payments out of the Account, (i.e. preauthorized debits) stop payment orders must be received by us at least three (3) Business Days before the payment is scheduled to be made. We will accept a stop payment order from any Authorized Signer regardless of who authorized the Item. Written orders must be in a form acceptable to us. Any stop payment order placed by you with us must specify the exact amount, Account number, payee, date and number of the Item. We will deduct a stop payment fee as provided in our schedule of banking fees for each stop payment order you request. If the we re-credit your Account after paying a Check over a valid and timely stop order, you agree to transfer to us all of your rights against the payee or other holder of the Check, and to assist us in legal action taken against that person later on. We will not accept stop payment requests on Official Checks or other Checks certified by us

Replacement of Official Checks. If an Official Check, or other Check certified by us is lost, stolen or destroyed and you request its replacement, requests must be made in a form that is satisfactory to us. We may require an indemnity bond to be purchased by you at your own cost.

Postdated and Stale Checks. We reserve the right to pay or not pay any Check (i) before the date you have written on it (a postdated Check) or (ii) that is dated more than six (6) months in the past (a stale Check). If you do not want us to pay a postdated or stale Check you must provide us with a stop payment order on it.

Restrictive Legends. We are not required to honor any restrictive legend on Checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends include: "Must be presented in 90 days" or "Not valid over \$1,000".

Signature Requirements. You understand that we process Items using high speed automated equipment based on information encoded on such Items. We will have no responsibility for reviewing the number or combination of signatures on any Item drawn against an Account. Even if you have indicated in your authorization forms or otherwise that more than one signature is required in connection with an Item drawn on an Account, you authorize us to honor or pay an Item through the Account contrary to the signature requirements you have specified, provided at least one of the required signatures appears on the Item.

Overdrafts and Return of Items Unpaid. We have no obligation to pay any Items unless you have a sufficient Available Balance credited to your Account when the Item is received and processed by the Bank. Items will be paid based on the order of posting below. All Items received by the Bank for payment on your Account may be returned by us unpaid for any reason that Items are normally returned. Such reasons include but are not limited to insufficient funds, uncollected funds or litigation. We may pay the Item or refuse to pay Items that cause an Overdraft on your Account at our discretion. Except as described below for ATM transactions an non-recurring (everyday) debit card transactions, we may charge OD Fees and Returned NSF Fees for paid or returned Items and a Negative Balance Fee if you fail to promptly repay the Overdraft as stated in our schedule of banking fees. You will be charged a Negative Balance Fee on the fifth Business Day your Account is overdrawn. The Overdraft, any OD Fee, any Returned NSF Fee and Negative Balance Fee may be repaid out of any subsequent deposit to your Account or set off against such deposit. One-time debit card transactions and ATM withdrawals that Overdraft the Account will not be permitted. We generally will not authorize an ATM or everyday debit Card (POS) transaction if your Account does not have sufficient funds to pay such Items and we will not charge a Returned NSF fee. Bank by Phone and Online Banking alerts may help you manage your Account and avoid Overdrafts by keeping you informed of your balance.

If any of your Accounts are overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your Account to a positive balance. A Negative Balance Fee may be assessed to your Account as stated in our schedule of banking fees. This in no way should be construed as an application for credit. You are expected to make up any deficiency in your Account immediately, including any fees.

Order of Posting. We reserve the right to decide the posting order of the Items we will pay and which Items will be returned (if any). Generally, we post transactions after the close of each Business Day in the following order:

1. credits;
2. point of sale transactions and ATM withdrawals;

3. outgoing wire transfers; and
4. Checks ACH debits

Checks shall be posted in sequence number order and if there is no sequence number, then from lowest to highest dollar amount.

If any of your Accounts are overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your Account to a positive balance or a Negative Balance Fee may be assessed to your Account. This in no way should be construed as an application for credit. You are expected to make up any deficiency in your Account immediately, including any fees.

Sub-Accounts. Each checking Account consist of two sub-accounts: a transaction sub-Account to which all deposits, withdrawals, and fees are posted, and a savings sub-Account where available balances above certain levels are transferred daily. Funds will be transferred from your transaction sub-Account to meet your transaction needs; however all balances in the savings sub-Account will be transferred to the transaction sub-Account with the sixth transfer in any calendar month or monthly statement period.

Statements; Limits on Claims. We will send you a statement of your Account monthly, which includes your Check images of your canceled Checks. Some merchants, utilities and other billers may elect to convert your Check into an electronic funds transfer and we will receive electronic information (rather than Checks) for payment from other financial institutions. In such case, you will receive information regarding your transaction on your statement, but will not receive your Check or an image of the Check. We will send the statement as well as any other communication to your most current address appearing in our records. If a statement remains unclaimed or undeliverable for whatever cause, we may discontinue sending statements until we are instructed otherwise by you. If a statement is held by us at your request, or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for return mail), or otherwise made available to you. Additional disclosures may be found on your statement. We reserve the right to combine like titled Accounts onto one (1) statement.

You are responsible for reviewing your Account statements, including all transactions, and notifying us of any errors, unauthorized signatures, alterations, forgeries, fraud, or other claims as soon as possible but in no case more than thirty (30) calendar days following the date we mail your statement. If you do not notify us by then, you waive all claims you may have against us regarding these problems. Also, if you do not notify us within this thirty (30) calendar day period, the Bank is not responsible for any additional Items with unauthorized signatures or alterations by the same person as those included in your statement. You agree that you will not bring any legal action or proceedings against us regarding any error or unauthorized transaction more than one year after the date we send or make available to you the statement, notice, or other evidence of the transaction in question. You must notify the Bank by calling or us at:

URBAN PARTNERSHIP BANK

Attn: Deposit Servicing

P.O. Box 19260

Chicago, Illinois 60619-0260

Customer Service Hours:

Monday through Friday – 8:00 a.m. – 7:00 p.m.

Saturday – 8:00 a.m. – 2:00 p.m.

Phone: 773.420.5050 or 800.905.7725 option 3

Our Liability. We are not liable for any actions we take based on your instructions. However, we may not follow your instructions and have no liability if we reasonably believe those instructions create liability for the Bank or do not comply with common banking practices or Applicable Law. You agree that we shall only be liable to you to the extent we acted with gross negligence or with willful misconduct and those actions resulted in a direct financial loss to you. **WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OR LOSS PROFITS OR INCOME UNDER THIS AGREEMENT, EVEN IF WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THOSE DAMAGES OR LOSSES.** The Bank's policies and procedures are internal guidelines for our use and do not establish a higher standard of care for the Bank than is otherwise established by this Agreement or Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by the Bank to perform its obligations to you. You agree that the Bank will not be liable to you for any Losses caused by something beyond our reasonable control including a natural disaster; adverse weather conditions; acts of God; acts of terrorism; emergency conditions, a legal constraint or governmental action or inaction; strike or labor stoppage; power failure; the breakdown of any communication or transmission facilities; or any suspension or failure of payments by another bank, including a Federal Reserve Bank.

Indemnification. In addition to the other terms in this Agreement, you agree to indemnify us and hold us harmless from all Losses pertaining to any third party claim related to your Accounts and this Agreement, your use of any Account and your breach of any of the terms of this Agreement. This indemnification does not apply to claims arising as a result of our gross negligence or willful misconduct. You agree that you are jointly and severally liable for any liabilities or Losses, including, but not limited to, the indemnification obligations in this section, that you or any other joint Account Owner may have to the Bank under this Agreement. If the Account Owner is a partnership the partnership or the partners, or the general partners in the case of a limited partnership, as individuals, jointly and severally assume full responsibility and hold us harmless for any and all Losses payments made or actions taken by us in reliance upon signatures.

Notice. We will provide remittances, statements, Items, notices and other communications (each a communication and collectively the communications) to you at the address indicated in our records whether such notice is by mail, by telephone or otherwise, including electronic notices if you have agreed to such delivery method. Such notice will constitute notice to each Account Owner.

Address Changes. We will rely on your address as it appears on our records for any and all communications we send to you. You must promptly notify us in writing or at any branch if you change your address. When we receive your written notice of a change we have a reasonable opportunity to act on such notice.

Non-Customer Check Cashing. We may refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a Check, draft or other order for the payment of money drawn on your Account payable to a person who does not have an account with us. Subject to Applicable Law, if we choose to cash the Item, a non-customer check cashing fee may be assessed to the non-customer disclosed in our schedule of banking fees. We may also require reasonable identification to cash such a Check, draft or other order for the payment of money. We can decide in our sole discretion what identification is reasonable.

Warranties. Each Item you deposit with us, or which we cash for you or give you other consideration, you make the following warranties to us in addition to any other warranties under Applicable Law; (i) all necessary signatures and endorsements have been placed on the Item and are authorized and genuine; (ii) the Item has not been materially altered and you have good title to it; and (iv) no defense of any party to the Item is good against you. If such warranty is breached, we may deduct the amount of the Item from your Account or otherwise collect from you this amount plus our related fees and expenses.

Check Endorsement Requirements. Your endorsement including your Account number (and the endorsement of any prior endorser) must appear on the back of the Check within the first 1-1/2 inches of the trailing edge of the Check. The trailing edge of the Check is the left side of the Check when looking at it from the front. You agree to abide by our endorsement requirements and we have no responsibility for your failure to comply with our endorsement requirements. You agree to indemnify us for any loss, damage, claim or liability we may suffer as a result of your failure to comply with our endorsement requirements. You understand that we may refuse to accept Items not properly endorsed by you. We may, however, supply a missing endorsement on an Item we accept for deposit or cash.

Security Interest and Right of Set-off.

Security Interest. You grant us and each of our Affiliates a first priority security interest in any and all Accounts and any other accounts owned by you, now or in the future to secure payment of any or all obligations (including service fees, charges or other monies due by you to us) you may have with us regardless of whether another party is also liable for such obligations or such obligations relate to your Account, credit agreement, loan agreement, promissory note, guaranty agreement or other circumstances. Our security interest will be governed by the Uniform Commercial Code Article 9, whether or not Article 9 applies by its terms.

Set-off. In addition to our rights under this Agreement or otherwise, including common law, you agree that we and each of our Affiliates may exercise our right of set-off against any or all of your Accounts or any other account owned by or by you and anyone else except as may be prohibited by Applicable Law. If you have any obligation to us or any of our Affiliates, under this Agreement or otherwise, whether or not then due we can use the funds from your Account or any other account owned by you or by you and anyone else, to pay or satisfy the obligation. Except as may be restricted by Applicable Law, this right may be exercised at any time and without prior notice, regardless of whether it creates an Overdraft or results in subsequent dishonor of Checks or request to transfer funds.

Relationship. The relationship created by any deposit is that of a debtor and creditor and otherwise the relationship between us is that of an independent contractor. No fiduciary or other special relationship exists except as required by Applicable Law.

Recording. We reserve the right to monitor, record and retain telephone calls, electronic messages and other data transmissions at any time without notice for any reason including to provide a record of instruction with respect to your Account. By providing a phone number you consent to us making calls and/or sending text messages to you at any such number, including mobile phones and devices that could result in a charge to you. You also agree that we may make calls to you using an automatic telephone dialer and may use prerecorded voice messages.

Facsimiles and E-mail. We may, in our sole discretion, accept facsimiles of Account documentation and related matters as originals. E-mail communications from you, including instructions, are not binding on us and do not constitute notice to use as contemplated by this Agreement unless we otherwise expressly agree to in writing.

Waiver of Jury Trial. You and we agree to resolve any problems or disputes relating to your Account promptly and in good faith. If we are unable to resolve a problem or a dispute, you and we each expressly and irrevocably hereby waive our rights to a trial by jury in connection with any action or proceeding relating to your Account, whether brought in state or federal court.

Assignment. This Agreement will be binding on you and our successors and assigns. No sale, transfer, assignment, pledge or similar disposition of the balance in any Account (including assignment to another banking entity for the purpose of securing a loan relationship) will be recognized by us until after written notice of the transaction is accepted by us. You understand that any assignment or pledge of your Account is subject to our prior security interest and right to setoff.

Amendment. From time to time, we may amend, add or change (an "Amendment") the provisions of this Agreement. Amendments will be communicated by notice given to you by mail or if permitted by Applicable Law, electronic notice, and will be effective on the date indicated in the notice. If you do not wish to be bound by an Amendment, you may close the Account. Your continued use of your Account after the effective date of an Amendment is deemed your agreement to be bound by the Amendment. Any other Amendment will be effective only if it is in writing and signed by one of our authorized officers. A change in our interest rates, fees, schedule of banking fees or service charges, funds availability or operating procedures does not constitute an Amendment and we may make such changes without prior notice to you.

Entire Agreement. This Agreement constitutes the entire agreement between us regarding the subject matter of this Agreement and supersedes all prior representations, understandings and proposals. There are no oral agreements between us. If any provision

of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provision of this Agreement will not be affected or impaired as a result. This Agreement is binding upon and for the benefit of the Account Owners, their permitted successors and assigns, and us and our successors and assigns. This Agreement also applies to each of your subsidiaries and Affiliates which have an Account with us or have access to your Account as if it were a party to this Agreement. You represent and warrant to us that you have the authority to act for and bind such subsidiaries and Affiliates to this Agreement, and agree to be responsible for any unpaid fees, charges or other obligations of such subsidiaries or Affiliates. Otherwise, except as expressly provided in this Agreement, this Agreement is not for the benefit of any other person or entity, and no other person or entity will have any right against you or us in connection with this Agreement.

ARBITRATION AGREEMENT

PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY. YOU AND WE ARE AGREEING TO BINDING ARBITRATION, WAIVING THE RIGHT TO HAVE OUR CLAIM OR DISPUTE LITIGATED IN ANY COURT, EXCEPT SMALL CLAIMS COURT, AND WAIVING ANY RIGHTS TO A JURY TRIAL.

Claims or Disputes Subject to Arbitration

This arbitration agreement applies whenever there is a claim or dispute between you and us related to your Account, including, but not limited to, transactions, any related product or service, this Agreement, any prior deposit account agreement with us, or any disclosures or advertising regarding your Account, regardless of the legal theory they are based on or whether they arose in the past, may currently exist or arise in the future; *provided* that collection of a credit obligation or loan is not subject to this arbitration agreement. If a third party is also involved in a claim or dispute between you and us, then the claim or dispute will be decided with respect to the third party in arbitration as well, and the third party must be named as a party in accordance with the rules of procedure governing the arbitration. All issues are for the arbitrator to decide, including the whether the claim is subject to arbitration, or the scope, and enforceability of this arbitration agreement, the interpretation of the prohibition of class and representative actions and non-individualized relief. Claims or disputes filed by you individually or us in a small claims court to recover an amount less than \$10,000 are not subject to this arbitration agreement, if the claim or dispute remains in that small claims court's jurisdiction and proceeds on an individual basis. Additionally, if there is a currently pending lawsuit relating to the collection of a loan or other extension of credit, you or we may assert claims that are otherwise covered by this arbitration agreement in the already pending lawsuit.

Arbitration Process

The party initiating an arbitration must select either: JAMS or the American Arbitration Association ("AAA") as the arbitrator. That organization will apply its rules of procedure in effect at the time the arbitration claim is filed. If you initiate the arbitration, you must notify us in writing at Urban Partnership Bank, 55 East Jackson Blvd., Attn: Legal Department, Chicago, IL 60603. Arbitration rules and additional information about initiating an arbitration can be obtained by contacting the arbitration organizations below.

American Arbitration Association
1-800-778-7879 (toll-free)
Website: www.adr.org

JAMS
1-800-352-5267 (toll-free)
Website: www.jamsadr.com

If there is a conflict between that rules of procedures and this arbitration agreement and/or the Account Agreement, this arbitration agreement and the Account Agreement will control.

A single arbitrator will conduct the arbitration and will use applicable substantive law, including the Uniform Commercial Code, consistent with the FAA and the applicable statutes of limitations or conditions precedent to suit, and will honor claims of privilege recognized at law. The arbitrator will have the power to award to a party any damages or other relief provided under applicable law.

The arbitrator's decision will be final and binding on the parties. A party can file a written appeal to the arbitration administrator within 30 days of award issuance. The appeal must request a new arbitration in front of three neutral arbitrators designated by the same arbitration administrator. Any final arbitration award will be binding on the named parties and enforceable by any court having jurisdiction.

Costs and Expenses

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your filing fee. All other fees and costs will be allocated in accordance with the rules of the arbitration forum. However, we will advance or reimburse filing and other fees if the arbitrator rules that you cannot afford to pay them or finds other good cause for requiring us to do so, or if you ask us and we determine there is good reason for doing so.

No Class Actions and Representative Procedures

YOU AND WE AGREE NOT TO: (i) SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING; (ii) SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT), UNLESS ALL PARTIES AGREE; (iii) BE PART OF, OR BE REPRESENTED IN, ANY CLASS ACTION OR OTHER REPRESENTATIVE ACTION BROUGHT BY ANYONE ELSE; NOR (iv) SEEK ANY AWARD OR REMEDY IN ARBITRATION AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ARBITRATION. If these terms relating to class or representative procedures are legally unenforceable for any reason with respect to a claim, then this arbitration agreement will be inapplicable to that claim.

Governing Law; Severability; Amendment to this Arbitration Agreement

You and we agree that our relationship includes transactions involving interstate commerce and that these arbitration provisions are governed by, and enforceable under the FAA. To the extent state law is applicable, the laws of the state governing this Account Agreement shall apply. This arbitration agreement shall survive: (i) termination or changes to your Account or any related products and services we provide; (ii) the bankruptcy of any party; and (iii) the transfer or assignment of your Account, or any related products or services we provide. No provision of this arbitration agreement may be amended (except notice information), severed or waived absent a written agreement between you and us. Any amendment shall not apply to any claim of which we had written notice on the effective date of the change.

ELECTRONIC FUNDS TRANSFER SERVICES

Electronic Fund Transfers Services. We offer a variety of electronic fund transfers that access your Account including: electronic funds transfers initiated by or to third parties (preauthorized credits, debits or payments); electronic check conversion, including returned item fees; telephone transfers; ATM Card transactions; debit Card transactions, including ATM and point of sale (POS); Business Online Banking and Treasury Management. Certain electronic fund transfers are subject to a separate written services agreement and may include specific security procedures that you and your Authorized Signers must use to access these services. Transaction fees may apply to certain electronic funds transfers. See the schedule of banking fees and your service agreement, if applicable, for details.

Settlement of Electronic Funds Transfers. Any credit to your Account resulting from an electronic funds transfer is provisional until we receive final settlement for the funds. If we do not receive final settlement for the funds, then you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a credit entry was made in error, or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your Account are insufficient. You also agree to pay us the amount of any fees and charges regarding any funds transfer described in this section. In the event that your electronic funds transfer payment to a receiver does not become final, your underlying obligation to that receiver will not be discharged. If an electronic funds transfer payment to you from another party does not become final, then that party's underlying obligation to you will not be discharged.

Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers (withdrawals that debit your Account or deposits that credit your Account) between your Account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check or on a deposit or withdrawal slip. You should only provide your bank and Account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your Account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your Account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from your check to pay for purchases or to pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a return check charge in the event a check is returned for insufficient funds.

If you give your Account number or a sample Check to a person, merchant or other business that is seeking to sell you goods or services, or receive a payment from you, or you issue a Check to such person, merchant or business, we may treat such disclosure or issuance as your authorization to accept electronic drafts or debits against your Account. Unless you notify us that such items are not authorized and we have had a reasonably opportunity to act, we are not liable for any payment of such items even if the items are not in accordance with the authorization you may have given to that third party. If a third party elects to convert the particular Check you issued to an electronic funds transfer, you will not receive an image of the canceled Check with your statement because we did not receive the Check as further described in General Information About All Business Accounts under the sub-section Statements.

If you are a depositor that creates Checks that bear a statement that your customer authorized the Check or bears your customer's printed or typed name you agree that you are liable for Losses associated with the creation and deposit of such Checks. Deposits made via this service are subject to delayed availability. You agree you are responsible to the Bank for all costs incurred by the Bank by depositing the Check in your Account.

Bank By Phone - You may access your Account by telephone 24-Hour Bank by Phone, 24 hours a day, 7 days a week, at 773.420.5000 or 800.905.7725 (option 3). You may obtain the following Account information using telephone banking:

- The account balance of checking accounts up to six accounts
- The last five deposits to checking accounts

- The last five withdrawals from checking accounts
- The account balance of savings accounts up to six accounts
- The last five deposits to savings accounts
- The last five withdrawals from savings accounts, certificate of deposit, IRAs, and loans

If you have more than one Account with us, you can transfer funds between your Accounts as long as the account is the same. You will need to have a personal identification number ("PIN"), and enter your Account numbers and other qualifications, as set forth in the telephone banking instructions. If you meet them by calling our telephone transfer services you can transfer funds between your Accounts. Transfers may be made by the Account Owner or authorized user under the same conditions generally applicable to withdrawals made in writing or by other means.

You will not receive a separate confirmation of your telephone transfer, but this transfer should appear on your statement. In order for us to allow you to do a telephone transfer we use security procedures reasonably designed to identify the caller as the Account Owner or other person you authorized to transact business on your Account from which the transfer is to be made. These procedures may include asking for the relevant TIN number or any other identifying information.

You agree that we have no liability to you for any allegedly unauthorized transfer and that you will indemnify us and hold us harmless against any claims by third-parties, in the event that we affect a transfer after indentifying the caller using the above procedures.

Telephone banking inquiries may not reflect transactions that occurred during the day but have not been credited to your Account. All telephone banking transaction requests received after 5:00 P.M. on a Business Day and all transaction which are requested on non-Business Days will be processed on the next Business Day. By using telephone banking services, you agree to these terms.

Online Banking - You can use this service to conduct transactions on your Account including bill pay. A detailed description of these services and the security procedures that you must use to access these services will be provided when you enroll or begin using these services.

Automated Teller Machine (ATM) Transactions – types of transfers, dollar limitations – You may access your Account(s) by ATM using your Card, along with your personal identification number (PIN), to:

- Make deposits to Account(s);
- Get cash withdrawals from Account(s); and
- Transfer funds between Account(s).

Limits on transactions are set forth in your Card agreement. Some of these services may not be available at all ATMs. Withdrawals, however, can be made from any ATM participating in the following networks: Visa, PLUS or ACCEL/Exchange.

Types of Point-of-Sale (POS) Transactions – You may use your Card and PIN to access your Account(s) to purchase goods or to pay for services at merchants that display a PLUS or ACCEL/Exchange logo, or to obtain cash back at merchants that display a PLUS or ACCEL/Exchange logo. Your Card may also be used to purchase goods or pay for services at merchants that display the Visa® logo, or to obtain cash advances at financial institutions that displays the Visa logo. Some of these services may not be available at all merchant and financial institution locations. The full amount of your purchase will be deducted directly from your designated transaction Account. Use of your Card for a purchase is regarded as a withdrawal from your Account at the time the Card is used, even if the transaction is not posted immediately to your Account. POS Transaction limits are set forth in your Card agreement.

Authorization Holds

When we authorize a transaction we place a Hold on funds in your Account for the amount of the transaction. In addition, for POS transactions, we may be required to place a temporary Hold on your Account equal to the authorization amount submitted by the merchant, which may affect Available Balance for the purpose of authorizing other transactions or paying Items we receive for payment from your Account. Since the merchant may not know the actual amount of the transaction (for example, restaurant purchases, car rentals or hotel purchases) at the time of the authorization, the authorization amount may be less or more than the actual amount of the transaction. This Hold will affect your Account Balance and you may incur Overdrafts due to this Hold.

Currency Conversion. When you use your Card to make a purchase at a merchant or to make a withdrawal at an ATM that is located outside the US and the transaction is in a currency other than US dollars, the transaction will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. You agree to pay the U.S. dollar amount converted from a foreign currency.

FEES. Please refer to our schedule of banking fees and your Card agreement for additional information about fees.

ATM Operator/Network 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). We have no control over this fee. You may also be charged an additional fee by us, which is disclosed in our schedule of banking fees.

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your Account using an ATM or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call Bank-by-Phone at 773.420.5000, or Customer Service at 773.420.5050 or Customer Service toll free at 800.905.7725 option 3 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly Account statement from us for your checking, money market, and NOW Account. You will get a quarterly Account statement from us for your savings Accounts.

Stop Payment of Preauthorized Payments. If you have told us in advance to make regular payments out of your Account, you can stop any of these payments, as follows: Call or write us at the telephone number or address listed in this brochure in time for us to receive your request 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 14 days after you call. Please refer to our schedule of banking fees for the amount we will charge you for each stop payment order you give.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. In addition to the other limitations on liability set forth in this Agreement, we will NOT be liable, if:

- Through no fault of ours, you do not have enough money in your Account to make the transfer.
- The transfer would go over the credit limit on your overdraft line.
- The ATM where you are making the transfer does not have enough cash.
- The terminal or system was not working properly and you knew about the breakdown when you started the transfer, or
- Circumstances beyond our control (such as fire, flood, power outage, equipment or technical failure or breakdown) prevent the transfer, despite reasonable precautions we have taken; or
- There may be other exceptions stated in our Agreement with you.

You agree that we have no responsibility or liability for any Losses which may occur as a result of any failure or delay on the part of us, except as may be imposed by Applicable Law. You further agree that we have no responsibility or liability for any act or omission beyond that which is imposed by Applicable Law.

CONFIDENTIALITY

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders; or
- If you give us written permission.

UNAUTHORIZED TRANSFERS

Tell us AT ONCE if you believe your Card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. 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).

Contact in event of unauthorized transfer. If you believe your Card and/or PIN has been lost or stolen, call or write us at:

URBAN PARTNERSHIP BANK
ATM Operations
P.O. Box 19260
Chicago, Illinois 60619-0260

Customer Service Hours:
Monday through Friday – 8:00 a.m. – 7:00 p.m.
Saturday – 8:00 a.m. – 2:00 p.m.
Phone: 773.420.5050 or 800.905.7725 option 3

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, call or write us at the telephone number or address listed above 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 10 days after we sent the FIRST statement on which the problem or error appeared or was otherwise made available to you.

- (1) Tell us your name and Account number.

- (2) 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.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 Business Days.

GENERAL TERMS FOR WIRE TRANSFERS

We offer both incoming and outgoing wire transfer services. The following terms do not apply to transactions governed by the Electronic Funds Transfer Act, or transfers by Check, draft or any other written Item. Wire transfer services are governed by Applicable Law, and regulations, including Article 4A of the Uniform Commercial Code, as adopted by the state whose law applies to your Account ("Article 4A"). Any wire transfer request you provide will be deemed your "Payment Order" as defined in Article 4A. You agree not to initiate or receive a wire transfer payment order in violation of any applicable federal, state or local law. We may refuse or reject a request to originate a wire transfer for any reason. For example, federal law restricts the transfer of money to certain individuals, entities and countries or you do not have a sufficient Available Balance in your Account.

Reliance on the Content of Wire Transfer Instructions. Each wire transfer instruction should include the amount that you want to transfer, your account number, and the beneficiary's name, bank and account number. You agree to pay us the amount set forth in any wire transfer instruction received by us for your Account. We are entitled to rely on the information contained in the wire transfer instruction, and we are not required to confirm the accuracy of the information contained in the wire transfer instruction. Errors must be reported to us within twenty (20) calendar days after we send you our mail notification of the wire transfer. You must notify us within this time period and explain how the transfer was not authorized by you or was not executed in accordance with the wire transfer instructions. Unless we are so notified, we will not be liable for that transaction, whether or not it was authorized.

General Provisions; Liability. Each wire transfer is subject to the other terms and conditions of this Agreement. In addition to the limits on liability set forth in this Agreement; in the event of any failure, delay or improper execution of a wire transfer, resulting from our failure to exercise ordinary care we should only be liable for the amount of interest losses attributable thereto. The Bank's liability hereunder for interest losses will be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Bank in Chicago, Illinois.

FUNDS AVAILABILITY POLICY FOR BUSINESS CHECKING ACCOUNTS

This policy applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your check deposits available to you on the second Business Day after the day we receive your deposit, with the first \$200 available on the first Business Day after the day of your deposit. Electronic direct deposits will be available on the day we receive the deposit. Cash, wire transfers, and some specified check deposits will also be available before the second Business Day, as detailed below. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid any for any other problems involving your deposit.

For determining the availability of your deposits, every day is a Business Day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 P.M. 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 5:00 P.M. or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open. Any deposit made through the mail will be considered deposited on the day the deposit is received and processed by the Bank. Funds deposited to a night depository, lockbox or similar facility will be considered deposited on the Business Day they are removed from such facility and processed.

The length of the delay varies depending on the type of deposit and is explained below.

Same-Day Availability

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Next-Day Availability

Funds from the following deposits are available on the first Business Day after the day of your deposit:

- 1) U.S. Treasury checks that are payable to you.
- 2) Checks drawn on Urban Partnership Bank.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first Business Day after the day of your deposit:

- 1) Cash.
- 2) State and local government checks that are payable to you if you use a special deposit ticket available from our tellers.
- 3) Cashier's certified, and teller's checks that are payable to you if you use a special deposit ticket available from our tellers.
- 4) Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second Business Day after the day we receive your deposit.

Other Check Deposits Subject to Second Day Availability

The first \$200 from a deposit of other checks will be available for withdrawal in cash at or by 9:00 A.M. on the first Business Day after the day of your deposit. The remaining funds will be available on the second Business Day after the day of your deposits.

For example, if you deposit a check of \$700 on a Monday, \$200 of the deposit is available on Tuesday. The remaining \$500 is available on Wednesday.

If we cash a check for you that is drawn on another bank we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

Cash Back and Check Cashing Policy—Holds on Other Funds

If we accept a check for deposit that is drawn on another bank (or cash a check that is drawn on another bank), we may make funds from the deposit (or check) available for withdrawal immediately but delay your availability of a corresponding amount of funds in any of your deposit accounts with the Bank. Those funds will be available at the time the funds we deposited (or cashed) would have been available under the Bank's Funds Available Policy. We will not give you access to funds in an amount greater than your Available Balance in your other Bank Accounts.

LONGER DELAYS MAY APPLY

- 1) Funds you deposit by check may be delayed for a longer period under the following circumstances:
- 2) We believe a check you deposit will not be paid.
- 3) You deposit checks totaling more than \$5,000 on any one day.
- 4) You redeposit a check that has been returned unpaid.
- 5) You have overdrawn your Account repeatedly in the last six months.
- 6) 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.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will 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 (made in person), 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 (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the seventh 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 all other check deposits will be available on the second Business Day after the day of your deposit.

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 fifth Business Day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will be available on the second Business Day after the day of deposit, except that U.S. Treasury checks that are payable to your will be available on the first Business Day after the day of deposit. Also, the first \$200 of a deposit will be available on the first Business Day after the day of deposit. Checks drawn on the Urban Partnership Bank will be available on the first Business Day after the day of deposit if the deposit is made at an ATM located on our premises.

All ATMs that we own or operate are identified as our machines.