



Business Deposit Account Disclosures



Business Account Disclosure

We're happy you've chosen us and pledge our finest service each time you visit. Keep in mind our many financial services and don't hesitate to ask for assistance. The signature card you will sign shows ownership of the account. When you sign it, you promise to be bound by this agreement and the regulations in it. Please read this Business Account Disclosure carefully. Call us if you have any questions or if we can be of further assistance. Please see our contact information listed at the end of this document.

Additional Terms and Rules Applicable to Your Account Will Be Effective When Provided In:

- (a) Written disclosures and other pricing or business information terms that we provide to you when your account is opened such as the Business Accounts Brochure as updated and modified from time to time;
- (b) Disclosures that we make available when you use additional or different services or new accounts;
- (c) Any periodic statements, manuals or guides whether in print or electronic;
- (d) Other disclosures we provide with respect to ATM, debit cards or overdraft coverage in any privacy policy or notice we provide

By providing written or electronic signature on a signature card or other agreement for various products, services, or systems offered by the bank from time to time, or contract relative to any account with us, or by opening or continuing to maintain or hold an account or borrowing relationship with us, you agree that the most recent version of this Account Disclosure Agreement which is available to you at your local branch, website, or by calling any phone number listed in the document, will control without further duty to notify you. In the event there is any conflict between the Rules and Terms contained herein and other agreements or terms we provide to you when you use additional or other services, the Terms and Conditions contained in the written disclosures and additional agreements will govern with regards to the applicable products or services.

GENERAL RULES AND INFORMATION APPLICABLE TO ALL ACCOUNTS

AUTHORIZED SIGNATURE(S): By providing written or electronic signature on a signature card or other agreement or contract relative to any account with us, or by opening or continuing to maintain or hold an account or borrowing relationship with us, you agree that the most recent version of this Account Disclosure Agreement which is available to you at your local branch, website, or by calling any phone number listed in the document, will control without further duty to notify you.

RESTRICTIVE LEGENDS: We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

DEPOSITS: Deposits of any amount may be made in person, by mail, through an Automated Teller Machine, through an Electronic Funds Transfer system, or through one of the Bank's night depositories, subject to bank verification.

1. Unless the deposit is delivered in person, it is not considered received until it is actually received by the Bank from the US Postal Service, retrieved from the night depository, ATM, electronic transmission (mobile, Remote deposit scanner),

ACH, Wire Transfer, or Lockbox and it is processed by the Bank. Transactions made on a day when the receiving Bank office is not open for routine business, or that are received after the close of business on a day when the receiving Bank office is open for routine business, will not be posted to the account until the next business day. Please refer to your Mobile Deposit Agreement for mobile deposit limits. For current hours, please refer to the Bank's website.

2. If you deposit cash into your account, the deposit will be available for you to withdraw as soon as the amount is verified and credited to your account.
3. If you deposit a check, bond, coupon, or other non-cash item, we have the right to receive payment for it and credit it to your account before we make the money available to you. We reserve the right to place a "hold" for the amount of the check you deposit until we have collected those funds. Normally we would place a "hold" on a check you deposit if:
 - (a) your account is new and it has not yet developed enough history activity for us to know you;
 - (b) you deposit a check for an unusually large amount;
 - (c) your check is drawn on another bank or institution;
 - (d) you make a cash back or split deposit; or
 - (e) your check is issued by a person or organization whose reliability is not known to us.

You can endorse a non-cash item for deposit by hand or by using a stamp to show general endorsement for the account. In order to complete a deposit, we have the right to endorse any non-cash item for payment of money made out to any account owner.

4. If there are special fees for collecting the item(s) you deposit, you promise to pay them. If we do not receive final payment for any item we cash for you or accept for deposit to your account, we will charge your account for the amount of the item plus any fees we incur in attempting to collect the item.
5. We have the right to refuse, limit, or return your deposit.
6. The Bank is not liable for a deposit made in our night depositories until the deposit is recorded by the Bank.
7. If you have a Bank ATM or Debit Card, you can also make a deposit through an Automated Teller Machine.

These transactions are subject to the terms stated in Electronic Fund Transfers.

WITHDRAWALS: Withdrawals from your account can be made in several different ways.

1. You can write a check if you have a checking account.
2. You can use a withdrawal order if you have a savings account. The balance shown on your statement, or on a receipt will not be considered final until verified by us in comparison with our books and records. As a day-to-day practice, the Bank allows withdrawals from statement savings accounts at any time without prior notice. We do reserve the right, however, to demand and receive at least 7 days prior written notice that a withdrawal is going to be made. A provision of this type is required by federal law.
3. If there is a power of attorney on file for your account, the person having the power of attorney can make a withdrawal for you.

4. If you have a Bank ATM or Debit Card you can use it to withdraw or transfer money from your account at any Automated Teller Machine wherever the NYCE®, STAR®, Cirrus System®, or MasterCard® logo (for the Debit Card) is displayed. These transactions are subject to the terms stated in Electronic Fund Transfers.

HOLD ON OTHER FUNDS: 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. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

ACH AND WIRE TRANSFERS: This Agreement is subject to Article 4A of the Uniform Commercial Code—Funds Transfers as adopted in the State of Illinois in which you have your account with us. If you originate a fund transfer for which Fedwire is used and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

STOP PAYMENTS: If you wish to stop payment on a check you have written, you must complete a Stop Payment Request or you must notify the Bank and this notification must be accepted by the Bank before the check is paid. Stop Payment Requests submitted within online banking or via Telebanker do not require written confirmation. An oral Stop Payment Request is effective for only 14 days unless confirmed. A written and/or confirmed Stop Payment Request is binding upon the Bank for only 180 calendar days unless renewed in writing. We may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you. The request can be made by phone or in writing and must include the number, date, amount, and payee of the check. Any joint owner or authorized signer can release a stop payment order previously requested on the account. The Stop Payment Request will become effective 24 hours after acceptance. We are not responsible for Stop Payment Requests with incorrect information. If you have a joint account, we will accept a Stop Payment Request from any of the joint owners regardless of who signed the check. Please refer to our Product and Service Fees for the current service fee for each Stop Payment Request you give us. You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card for one time debit

transactions, and we have no obligation to honor any such stop payment request by you.

NIGHT DEPOSITORY: All financial institutions are required to notify their depositors (pursuant to Illinois Senate Bill 137 as amended by Illinois Senate Bill 1526) of the adoption of a policy that the financial institution is not liable for deposits made in an outside depository until the deposit is actually recorded.

TAX IDENTIFICATION NUMBER: An account may be opened with the following identification numbers: a taxpayer identification number (TIN) (or evidence of an application for one), and an identification for a non-U.S. person is one or more of the following: a TIN; a passport number and country of issuance; an alien identification card number; or a number and country of issuance of any other unexpired government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

INACTIVE (DORMANT) ACCOUNTS: Each state has laws that govern when accounts are considered abandoned, and when we're required to send a customer's funds to the state. We'll mail you a letter to notify you before we transfer funds to the state as abandoned property. Please contact a banker for more details.

UNCLAIMED PROPERTY: The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the State. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

CLOSING AN ACCOUNT: You can close your account, provided the funds are collected, on any of the Bank's accounting days for any reason. The Bank can also close the account at any time, but, if the Bank does so, it will mail or otherwise give you a notice of that closing and a check for the remaining balance, if any.

SERVICE FEES: Service fees for each type of account are stated in our Business Accounts Brochure. We have the right to require that a minimum balance be maintained in your account. If that balance is not maintained, a service fee may be assessed. It is agreed that an account, whether active or dormant, shall be subject to service fees adopted by the Bank and may be changed from time to time. Such fees may be deducted from your account and the Bank shall not be liable for dishonoring checks, drafts, notes, or other instruments because of insufficient funds resulting from the deduction of such service fees.

DEBTS WITH US: If you owe us money (including, but not limited to, principal, interest, costs, fees, or expenses), we have the right to transfer funds from any account with like ownership with us to pay the debt.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT: If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal

action does not involve all those associated with the account, including but not limited to, owners and authorized signers. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

GOVERNING LAW: In addition to the regulations of the Bank, accounts are subject to all applicable state and federal laws and applicable regulations which could supersede these deposit regulations from time to time.

The bank expects any business engaged in activities considered to be of regulatory significance, as defined at the sole discretion of the bank, to adhere to all applicable local, state and federal rules and regulations associated with said business. These businesses or activities include, but are not limited to, businesses considered money service businesses, pawn brokers, precious metal dealers, businesses engaging in internet gambling, operation of non-bank owned Automated Teller Machines, etc. If you are engaged in any such businesses or activities, the bank may, from time to time, require evidence of compliance with applicable rules and/or regulations. The Bank will not accept cannibal industry deposits or transactions. Failure to comply with these or other compliance related requests may result in the closure of your account.

LIABILITY: We will be responsible and liable only for our own lack of good faith and our own failure to exercise ordinary care in handling items for collection or deposit in accordance with applicable laws. Ordinary care by us means that we will maintain reasonable Bank procedures for the handling of these items, but we shall not be liable for a clerical error, an oversight, or an honest mistake in judgement.

DISAGREEMENTS: The terms contained in this disclosure are binding both on the Bank and on you. If there is a conflict between these regulations and something said by one of our representatives, these regulations will be controlling.

BANK STATEMENTS: If you request at any time to discontinue receiving mailed statements, you will be deemed to have agreed to pick up copies of your account statements and review them regularly. In such event it will not be deemed a defense or excuse to any requirement herein that you review and notify bank of irregularities within specified time frames. You must notify us in writing within 30 days after we mail a statement or otherwise make a statement available if you did not receive your scheduled statement. If you do not comply with the requirement above, we are not required to reimburse you for any claimed loss, and you cannot bring any legal claim against us in any way related to the item or errors.

SUBSTITUTE CHECKS AND YOUR RIGHTS—IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT:

A. What is a Substitute Check: 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. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

- B. What are my rights regarding substitute checks? In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, overdraft fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are also entitled to interest on the amount of your refund if your account is an interest bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

- C. How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please write or call us at the contact information located at the end of this document. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

POWERS OF ATTORNEY: Each person listed on a signature card, resolution or certification of authority as being authorized to make withdrawals, transfers by check or otherwise may provide similar rights to a person pursuant to a legally effective power of attorney and such person granted a power of attorney will have the access and authority of the person granting such authority provided that the power of attorney is delivered and

approved by the Bank and we have not received written notice that such power has been rescinded or otherwise terminated. We undertake no obligation to notify joint holders of our receipt of such a power of attorney. We have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

GENERAL RULES COVERING CHECKING AND INTEREST-BEARING TRANSACTION ACCOUNTS

STATEMENTS: A monthly cycled statement will be sent to you summarizing the activity of your account. If you do not notify us of an unauthorized signature or alteration within a reasonable time (no later than 30 days) after the first statement has been sent on which the error appeared, you cannot assert the unauthorized signature or alteration against us, even if we are unable to show a loss due to your failure and you cannot assert any unauthorized signatures or alterations by the same person or persons on items paid by us after the reasonable time mentioned above elapses, but before we receive your notice. Statements may automatically be combined for accounts with the same title and mailing address.

We lose these protections if we fail to exercise ordinary care in paying an item with an unauthorized signature or alteration, unless you do not notify us of the problem within 30 days of when we send or make available to you the statement and items. You must also report any other account problem within this 30-day period or lose your right to assert the problem against us.

OVERDRAFT AND UNCOLLECTED FUNDS: If you attempt to withdraw more money than the balance in your account, the Bank, at its option, may process the transaction which will cause an overdraft of the account. The Bank at its option may pay, but is under no obligation, to pay a check that has caused an overdraft or is drawn against uncollected funds, or it may return such checks unpaid. The payment of any overdraft does not guarantee the payment of any other overdraft. Overdraft fees will result from overdrafts created by checks, in-person withdrawals, ATM withdrawals, or by other electronic means and these fees are listed in the Product and Service Fees Schedule.

POST-DATED CHECKS: We are not responsible for payment of a check before its due date, even if we had knowledge that it was post-dated.

INTEREST BEARING ACCOUNT: BY LAW WE MUST RESERVE THE RIGHT TO REQUIRE SEVEN DAYS WRITTEN NOTICE FROM YOU OF ANY INTENDED WITHDRAWAL. If we do at any time require seven days notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

INTEREST: Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. **WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD.** At the time of your initial deposit, we will advise you of our current

rate. A rate will be applied to the daily balance in your account during each statement cycle.

PROCESSING AND POSTING ORDERS:

A. Processing and Posting Orders

We may determine in our discretion the order that we process and post credits, debits and holds to your account. We may credit, authorize, accept, pay, certify, decline or return credits, debits and holds arriving to your account on the same day in any order at our option. We may change our processing and posting order at any time without notice to you. We may give preference to debits payable to us. On your account statement we do not necessarily report debits and credits in the order that we posted them to your account. As examples: Credits include teller deposits, direct deposits and credits we make. Debits include checks, debit card purchases, withdrawals (in-person, ATM, preauthorized and Online), payments, fees, charges and other items. Holds include deposit holds, debit card authorizations and holds related to cash withdrawals and electronic transfers.

B. Debit Categories

We may establish different categories for different types of debits, move debit types among categories, and determine posting orders within each category and among categories. A category may include more than one type of debit. As an example, we may treat ATM withdrawals and debit card purchases as one category, and checks as another category, and then process and post ATM withdrawals and debit card purchases before we process and post checks. Some categories may have different posting orders than other categories. We may change categories and orders within categories at any time without notice.

C. Posting Order Determined at End of Day

We do not process and post credits, debits and holds to your account in the order in which they occur or we receive them. Often, they are not posted to your account on the same day that they occur. As an example, when you write a check or pay a merchant, the merchant may not present the check to us for payment until several days later. Sometimes we temporarily post credits, debits or holds to your account during the day. When we do this, we may change their posting order at the end of the day. We may treat credits, debits and holds to your account which we receive on a day as if we received all of them at the end of the day and post them in the order we determine.

D. Low to High Dollar Posting

We ordinarily process and post debits and credits within each category from the lowest to highest dollar amount within each debit category, regardless of the order in which they occur or we receive them. Please see the specifics outlined below.

PROCESSING ORDER	DEBIT CATEGORIES	PROCESSING ORDER WITHIN CATEGORY
1	Overdraft Fees and Returned Item Fees	Lowest to highest dollar amount order
2	Chargebacks, levies and garnishments (including any chargeback fees)	Lowest to highest dollar amount order
3	Wire Transfers (including any wire transfer fees)	Lowest to highest dollar amount order

4	Withdrawals made at a branch, including telephone transfers and transfers made via online banking. Nonscheduled debits made at your request for payment on Byline loan.	Lowest to highest dollar amount order
5	ATM withdrawals and Debit Card transactions paid on that Business Day	Order they were withdrawn or authorized. If transactions are received by us at the same time, they are processed in lowest to highest dollar amount order
6	Checks, drafts and other items presented for collection	Lowest to highest dollar amount order
7	ACH transactions, including Bill Pay Online Banking payments	Order received by us, and if received at the same time they are processed in lowest to highest dollar amount order
8	Any other automatic loan payment made to a Byline loan	Lowest to highest dollar amount
9	Scheduled transfers to another account or an account at another financial institution	Order such scheduled transfers were authorized by you
10	Any fees and debits not included in one of the above categories	Lowest to highest dollar amount order

INTEREST BEARING ACCOUNT: BY LAW WE MUST RESERVE THE RIGHT TO REQUIRE SEVEN DAYS WRITTEN NOTICE FROM YOU OF ANY INTENDED WITHDRAWAL. If we do at any time require seven days notice, we will have the right to return any unpaid checks for which notice has not been given and we will not incur any liability in so doing.

INTEREST: Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD. The funds held in the interest bearing deposit account are insured up to the current FDIC coverage limit of \$250,000 per depositor.

ANNUAL PERCENTAGE YIELD. At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Money Market(s), Health Savings, Prime Life Checking

and High Interest Checking accounts closed during a statement cycle will not earn accrued interest for that period.

GENERAL RULES COVERING SAVINGS ACCOUNTS

EVIDENCE OF ACCOUNT: A savings account may be evidenced by a written statement. If the savings account is evidenced by a statement form, a written statement will be issued at least once during each monthly statement cycle to report deposits, credits, withdrawals or any changes to your savings account.

WITHDRAWALS: You can withdraw amounts from your savings account in person or by mail; in either case, a properly signed withdrawal order is required.

EXCESS WITHDRAWALS: Savings and Money Market Accounts are limited to six (6) preauthorized transfers, which include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties per statement cycle. The Bank may at any time assess charges for excessive savings account activity. Consult the Business Product and Service Fee Schedule for details.

INTEREST: Interest will be credited or paid in accordance with the following general rules. For each statement cycle during which you maintain the balance or average available balance which we have established, the money deposited in your account will earn interest at our current rates. **WE RETAIN COMPLETE DISCRETION TO CHANGE THE RATE OR THE METHOD BY WHICH WE DETERMINE THE ANNUAL PERCENTAGE YIELD.** At the time of your initial deposit, we will advise you of our current rate. A rate will be applied to the daily balance in your account during each statement cycle. Interest begins to accrue on the business day you make a deposit. Accounts closed before the interest payment date will not earn accrued interest for that period.

STATEMENTS: We send out statements for statement savings accounts at least four times a year. Early each interest quarter, we will send you a statement that will show the last quarter's deposits, withdrawals, and interest paid to you as well as the account balance.

INCOME TAX REPORTING: We will send you a statement which will show the total interest earned for the year so you can include it in your income tax return. If you have earned interest totaling \$10.00 or more in one calendar year, we will send you a statement of interest earned for income tax purposes by January 31st of the following year.

We will provide, and you will complete the applicable tax form indicating your correct Social Security Number or Tax Identification Number in accordance with the U.S. IRS requirements. It is important that you keep us informed of your correct address. If your statements are returned because of an incorrect address, we will suspend further mailing until we receive authorization from you of your new address.

FUNDS AVAILABILITY

DETERMINING THE BUSINESS DAY YOUR DEPOSIT WAS MADE: The length of time until your deposit is available is counted in business days from the day of your deposit. Business days are Monday through Friday, excluding federal holidays. If you make a deposit before the close of business on a business day that we are open, we consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day that we are not open, we consider the deposit as being made on the next business day we are open. Deposits made

at our Night Depository before 8:00am will post on the same business day. Deposits made after 8:00am or on a non-business day will post on the next business day. Deposits made at our ATMs before 6:00pm will post on the same business day. Deposits made after 6:00pm or on a non-business day will post on the next business day. The number of days until your deposit is available varies depending on the items deposited, as follows.

YOUR ABILITY TO WITHDRAWAL FUNDS: Our policy is to make funds from your cash, wire transfers, electronic direct deposits and other electronic transfers available to you on the Business Day on which we receive the deposit, and to make funds from other deposited Items, such as checks, available on the first Business Day after the day on which we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. For any deposits, including cash, made at a Bank ATM see the Deposits at Automated Teller Machines (ATMs) section for the availability schedule. If you make a deposit at a branch location on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not considered a Business Day, or on a day that we are not open, we will consider the deposit to have been made on the next Business Day that we are open. Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented. If Items are presented against funds before they become available for withdrawal, the Bank reserves the right to pay or return the Items.

LONGER DELAYS MAY APPLY: In some cases, we will not make all 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 of your deposit, however, will be available on the first Business Day. If we are not going to make all the funds available from your deposit available on the first Business Day after the day of your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

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

We will notify you if we delay your ability to withdraw funds for any of these reasons and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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. A new customer is defined as a customer

who has not had a transactional account for at least 30 calendar days prior to the new account opening date.

1. Funds from cash and electronic direct deposits into your account will be available on the day we receive the deposit.
2. Funds from 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 must use a special deposit slip). The excess over \$5,000 will 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 with a special deposit slip, the first \$5,000 will not be available until the first business day after the day of your deposit.
3. Funds from all other deposits will be available nine business days after the day of deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES (ATMs): For deposits made at an on-site ATMs, ATMs located on bank branch premises, cash is available for immediate use when deposited in an ATM that leverages envelope-less technology, otherwise cash is available the first business day after the date of deposit. Checks deposited at any on-site ATM are available to pay for checks that you have written on the first business day following the day of deposit.

ELECTRONIC FUND TRANSFERS

BUSINESS DAYS: Our business days for EFT purposes are Monday through Friday, excluding federal holidays.

TRANSFER TYPES:

1. **ATM Card or MasterCard® Debit Card:** Automated Teller Machine (ATM) Transactions: If you obtain an ATM Card or MasterCard® Debit Card ("Card"), you can use your Card at any network ATM that has its logo on your Card to make the following transactions:
 - Deposit cash or checks to your designated checking, money market or savings accounts at the Bank ATMs. Please see Personal Banker for a complete listing.
 - Some of these services may not be available at all ATM terminals or to all customers. All withdrawals, deposits, and fund transfers are subject to the rules and agreements which govern such transactions except as specifically modified by this agreement. Through the use of the Card, you authorize us to credit or charge, as the case may be, your account with deposits, withdrawals and fund transfers initiated through the use of the ATM. All transactions initiated through the use of any ATM are subject to verification and the time necessary to process them. All deposits, including deposits of cash, are subject to our funds availability schedule. Any withdrawal, deposit, or fund transfer made on a non-business day or after the close of business on a business day may not be processed until the next business day. In addition, you may use your MasterCard® Debit Card to make withdrawals at any MasterCard® ATM.
 - Withdraw cash from your designated checking, money market or savings accounts.
 - Transfer funds between your designated checking, money market or savings accounts.

2. ATM Card or MasterCard® Debit Card: Point-of-Sale Transactions (POS): You may also qualify to use your Card to access your designated checking or money market accounts for purchases or cash-back withdrawals above the purchase price. The use of a Personal Identification Number or PIN (for Debit type transactions) is required for all cash-back transactions. If you qualify, you may:
- Use your ATM Card to purchase goods or pay for services with merchants who display a network logo that is on your Card.
 - Use your MasterCard® Debit Card to purchase goods or pay for services with merchants who display a MasterCard® or network logo that is on your Card.
 - Use your ATM Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.
 - Use your MasterCard® Debit Card, with the PIN, to withdraw cash-back above the purchase price of goods or services with some merchants who display a network logo that is on your Card.
3. 24-Hour TeleBanker Telephone-Initiated Banking System: With the use of a touch-tone telephone and other key identifying information, you may:
- Transfer funds from your designated checking, money market or savings accounts.
 - Transfer funds to your designated checking, money market or savings accounts.
4. Business Online Banking: You may access Business Online Banking: through the Bank's website, which is listed at the end of this document. Business Online Banking allows you to perform the following functions through your computer:
- Transfer funds electronically between accounts at the Bank, and
 - Access your designated account(s) to pay most bills (Bill Pay), and
 - Initiate wire transfers
 - ACH Origination and Remote Deposit Services
 - Mobile Banking
 - Lockbox
 - Positive Pay
5. Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to:
- Pay for purchases
 - Pay bills

TRANSFER LIMITATIONS

ATM TRANSACTIONS: You may make only 10 cash withdrawals from our terminals each day. You may, on a daily basis, withdraw cash from our Automated Teller Machines in an amount which shall be established by the Bank from time to time provided you have the funds available in your designated Transaction Account. Use the Card daily only if the available balance in your account will be sufficient to pay the amount of the cash withdrawals and/or ATM transactions. For security reasons, we

will establish an approval limit on the dollar amount of cash withdrawals you may make. The maximum amount may vary from customer to customer.

LIMITATIONS ON DOLLAR AMOUNTS OF TRANSFERS (LIMITS ARE ACCOUNT BASED): You may withdraw up to \$500 from our terminals each business day you use the Card or PIN. You may buy up to \$5,000 worth of goods or services each business day you use the Card for signature based transactions. Withdrawals and point of sale transactions have a combined total limit of \$2,500 per business day provided you have the funds available in your designated Transaction account.

POINT-OF-SALE (POS) TRANSACTIONS: For security reasons, we will establish an approval limit on the dollar amount of purchases or cash back on sales you may take. The maximum amount may vary from customer to customer. You agree that any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® Authorization Center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your approval limit. Upon request, you will be obligated to pay us the amount of any money, property or service obtained by the authorized use of the Card to the extent that we are unable to charge the amount of any such obligation to any other of your accounts with us.

MONEY MARKET AND SAVINGS ACCOUNTS: Per federal law, you may make no more than six preauthorized or automatic transfers, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties in any statement cycle.

BUSINESS ONLINE BANKING:

- **Dollar Limitations:** For any Bill Payment or Transfer to another Financial Institution, the dollar limit within any 24-hour period is \$50,000.00, or the available balance in my designated funding account, whichever is less.

TELEBANKER: Your telephone initiated transfers of funds are subject only to the available balance in your designated account.

OVERDRAFTS: If use of your Card overdraws your account, you will be notified and you agree to make immediate payment to the Bank of the amount of any such overdraft, together with such service charges as we may impose. Also, whenever your account is overdrawn according to our records, we have the right to return unpaid any checks or other orders on your account which are presented to us and to assess a service fee for making such returns. If your account is associated with a second account for overdraft protection, the terms and conditions contained in your overdraft protection agreement will control with respect to overdraft of your account, regardless of whether they result from purchases, cash withdrawals, use of checks, or use of any other card or device.

FEES

ATM CARD OR MASTERCARD® DEBIT CARD: Automated Teller Machine (ATM) Transactions or Point of Sale Transactions: A service fee, as listed in the Product and Service Fees, will be assessed to any account via an ATM not owned and operated by the Bank or its affiliates. A listing of ATM locations with your Bank or its affiliates may be obtained from any Personal Banker.

MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your Debit Card purchase, or when using the Bank's or any of its affiliates owned/

or operated ATMs. If you use your MasterCard® Debit Card and enter a PIN for your purchase you will be assessed the appropriate transaction fee published in the Bank's Product and Service Fees Schedule.

24-HOUR TELEBANKER TELEPHONE-INITIATED BANKING SYSTEM: No fees are currently in place for conducting electronic fund transfers through the telephone banking system.

MONEY MARKET AND SAVINGS ACCOUNT FEES: You may make six withdrawals, which may include telephone transfers, online banking transfers, checks, drafts, debit card transactions, or similar orders made to third parties, during a statement cycle without incurring service fees. For each additional withdrawal during a statement cycle, there will be an excessive withdrawal fee as designated in the Product and Service Fee Schedule.

1. LIABILITY – NOTIFICATION OF UNAUTHORIZED USE

If you furnish your Card, PIN, or Mobile Device to another person, you will be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to us that further transactions are unauthorized.

If you believe your Card or PIN or Mobile Device has been lost or stolen, you must inform the Bank immediately. You can provide this notice by calling the Bank at the phone number listed at the end of this document during normal business hours or toll-free at (800) 236-2442 after the close of business. Telephoning is the best way of keeping your possible losses down. If you tell us promptly (within two business days) after you learn of the loss or theft of your Card or PIN, you have zero liability if someone used your Card or PIN without your permission and the following condition is met:

- The Cardholder has exercised reasonable care in safeguarding such Card from risk of loss or theft.
- You must notify us within 60 days of transmittal of the periodic statement containing the first unauthorized transaction.

RIGHTS TO DOCUMENTATION-PURSUANT TO SECTION 205.7(b) (6): ATM and POS Transfers: You will get a receipt at the time you make any transfer to or from your account using an ATM or a POS Terminal. You should also retain your receipts should you have any questions or errors for research.

Periodic Statements: You will get a monthly statement.

We must receive your Stop Payment Request at least three business days before the payment is scheduled to be made. If you call, we may send you a written confirmation of your stop payment. We may rely on the information in the confirmation unless you notify us immediately of any errors. When the stop payment order expires, we may pay the item and have no duty to notify you. Once we have processed your Stop Payment Request and have collected the required service fee (as listed in the Product and Service Fees), we will stop all payments, in the amount indicated by you, to the third party named in your request unless you instruct us in writing to resume making such payments.

NOTICE OF TRANSFERS VARYING IN AMOUNT: If these payments vary in amount, the person you are going to pay will tell you at least 10 days before each payment exactly when the payment will be made and how much it will be.

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 and damages. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough available funds in your account to make the payment and/or transfer;
2. If you have money in your account but the funds are subject to legal process or encumbrance;
3. If the transfer would go over your credit limit (or the amount in your account) or your overdraft line established with us;
4. If the terms of your account limit the number of payments and transfers which may be made during a statement cycle;
5. An electronic terminal has insufficient cash to complete the transaction;
6. The services, your equipment, the software, or any communications link is not working properly and you know or have been advised by us about the malfunction before you started the transaction;
7. If, despite reasonable precautions, circumstances beyond our control (such as fire or flood), prevent the transfer.

There may be other exceptions stated in our agreement with you and you should be familiar with them.

CONFIDENTIALITY: We may disclose information about your account or transactions on your account to third parties:

- where it is necessary for completing transfers, tracing transactions, or resolving errors or claims;
- in order to verify the existence and condition of your account to third parties, such as credit bureaus, merchants or other financial institutions;
- pursuant to court order and in order to comply with subpoenas, summonses, search warrants, or requests from governmental agencies or other legally permissible processes (such as when we have to close your account due to an overdraft and relay that information to the credit reporting agency);
- as explained in the separate Privacy Policy;
- if you give us written permission.

ILLEGAL TRANSACTIONS: You may not use your Card or account for any illegal transaction.

FOREIGN EXCHANGE: Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rate for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction reflected as a separate transaction posted to your account.

NOTICE TO CUSTOMERS: In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notice is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments or other proceeds from another person in connection with unlawful Internet gambling. If any officer of our institution obtains actual knowledge that you are participating in Internet Gambling activities, your account is subject to closure.

BALANCE CLASSIFICATION: The Bank may make a change in your checking Account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. The Account will consist of a checking sub-account and a savings

sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth (6th) transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your Account is a plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. If you have any questions, please call us at the number listed on the back of this document.

Debit Card Agreement & Disclosure

Each person who activates a MasterCard® Debit BusinessCard agrees to be bound by these rules, in addition to the rules and regulations described in the Business Account Disclosure provided when your Account was opened. All terms, conditions and agreements that govern your Account (whether set forth in your Account Disclosure, in any related rules and regulations or otherwise) also apply to the Card except where these rules provide differently. Your retention of, signature on or use of the Card constitutes your agreement with these rules, as amended from time to time.

A. DEFINITIONS:

In these rules: "Account" means your Bank Business Checking or Money Market account linked to your MasterCard® Debit BusinessCard. "Card" means the MasterCard® Debit BusinessCard which has been issued to you by the Bank and any additional Cards or renewals we issue. "We", "us" and "our" means Byline Bank. "You", "your" and "yours" means each person who is a designated Cardholder for your MasterCard® Debit BusinessCard.

B. DEBIT CARD TERMS OF USE:

1. CARD OWNERSHIP AND TERMINATION

The Cards we issue remain our property at all times and, if we request, you must recover and surrender all Cards we issued to you. We may terminate your right to use the Cards at any time for any reason.

2. USING THE CARD

You may use your Card to purchase goods or services ("purchases") wherever the Card is accepted by: (a) initiating a signature transaction and signing for the sale at the merchant location; or (b) using your PIN at a point-of-sale ("POS") terminal; or (c) using your Card through a mobile wallet (as described in Section C below); or (d) using your Account number online. You may also use your Card to withdraw cash or make deposits to or from your Account at our facilities or any bank or other financial institution which honors the Card. If you use your Card to perform transactions at ATMs, refer to our Account Disclosure for the terms and conditions governing ATM transactions. We have no obligation to you if anyone refuses to honor the Card or if, for any reason, you cannot make a cash withdrawal from or a deposit at an ATM.

3. AUTHORIZATION TO DEBIT OR CREDIT THE ACCOUNT

Each time your Card is used, you authorize us to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you, and we are permitted to handle such sales drafts, orders and vouchers in the same way we handle authorized checks drawn on your Account.

4. ACCESS AND LIMITATIONS

You agree that you will use the Card only if the available balance in your Account will be sufficient to pay the amount of the purchases and cash withdrawals. For security reasons, we will establish an approval limit on both the dollar amount of purchases or cash withdrawals and the number of transactions you may make in a business day. You agree that any purchase may be subject to authorization by us or by a MasterCard® authorization center and no authorization will be given if the amount of all

outstanding purchases will exceed your approval limit. Upon request, you will be obligated to pay us the amount of any money, property or services obtained by the authorized use of the Card to the extent that we are unable to charge such amounts to the Account. You also authorize us to charge the amount of any such obligation to any other of your accounts with us.

5. HOLDS

When you use your Card, a hold will be placed on your Account. The hold may be for the amount of the transaction, or for a pre-established amount in excess of individual transactions (for example, hotel or car reservations). The held funds will not be available for other Account purposes, and we have the right to return checks or other items drawn against your Account to maintain sufficient funds to cover any hold or to pay for any previously authorized transactions. The hold will be released when the transaction is settled through our system, and you agree to maintain sufficient available funds on deposit in the Account to cover all previously authorized transactions. The hold may continue even if you do not purchase any goods or services for which authorization was obtained.

6. NO RIGHT TO STOP PAYMENT

You are not permitted to stop payment on any purchase or cash withdrawal originated by use of the Card, and we have no obligation to honor any such stop payment request by you.

7. OVERDRAFTS

See our Account Disclosure for information regarding overdrafts on your account. See our Safety Net Disclosure for additional information about our overdraft services.

8. DISCLOSURE OF ACCOUNT INFORMATION

It is our policy not to disclose information to third parties about your Account or the transactions you execute, except: (a) where it is necessary for completing transactions; or (b) in order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant; or (c) in order to comply with government agency or court orders; or (d) where we have closed your Account due to an overdraft(s), we may disclose this fact to the consumer reporting agency; or (e) we may disclose to our affiliates the mere fact that you have an Account with us and your name and address; or (f) if you give us your written permission.

9. FOREIGN TRANSACTIONS

Purchases and cash withdrawals you make in foreign countries and foreign currencies will be charged to your Account in U.S. dollars. The conversion will be made in accordance with MasterCard® operating regulation and conversion rates for international transactions. The conversion rate may not be the same as on the transaction date. There will be a transaction fee of 2% of the transaction reflected as a separate transaction posted to your account.

10. FEES AND CHARGES

MasterCard® Debit Card transactions are accepted at millions of locations worldwide where the MasterCard® logo is displayed. There are no transaction fees if you sign for your MasterCard® Debit Card purchase, or when using a Bank operated ATM. If you use your MasterCard® Debit Card at another financial institution's ATM, you will be subject to that financial institution's fee as well as the appropriate transaction fee assessed by the Bank as published in our Product and Service Fees Schedule.

C. MOBILE WALLET TERMS OF USE:

1. USING A MOBILE WALLET

The terms of this Section C apply when you choose to add your Card to a "Mobile Wallet." A Mobile Wallet permits you to embed your Card within a supported mobile device, such as an Apple iOS device (iPhone, iPad or Apple watch), Google Android device or any other device capable of supporting mobile wallet technology ("Mobile Device"), and use your credentials to complete transactions in your Account through a mobile application. Mobile Wallet is a service that requires merchants (those individuals or organizations who accept Cards for payment) to support specific POS hardware, and you may not be able to use Mobile Wallet at all locations where your Card is normally accepted. We make no warranty or representation that you will be able to use your Card through Mobile Wallet at all merchants.

Mobile Wallets differ in their technology, functions and security procedures, so you must follow the instructions of the Mobile Wallet Provider when you enroll in Mobile Wallet. Some Mobile Wallet Providers may require you to download and install a mobile application ("app") required to run the Mobile Wallet. To authorize a transaction you will need to use a biometric fingerprint security feature, special PIN and/or similar security feature depending on the type of Mobile Wallet. Purchases made using Mobile Wallet are, except as provided below, subject to the same terms and restrictions as purchases made using your Card.

2. DEVICE ELIGIBILITY

You are required to have an eligible Mobile Device in order to use this service. The Mobile Wallet Provider, at its sole discretion, determines which Mobile Devices are eligible to be used with its Mobile Wallet service. Devices which have been unlocked in an unauthorized fashion or otherwise modified may not be eligible to use Mobile Wallet. You acknowledge that use of an ineligible mobile device with the Mobile Wallet service is expressly prohibited, constitutes a breach of these rules, and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in the Mobile Wallet service. We are not liable to you for any third party for the effects of such termination or suspension.

3. ACCOUNT ELIGIBILITY

In order for us to authorize your use of your Card within a Mobile Wallet service, your Card and the underlying Account must be in good standing and you must not be restricted from using Mobile Wallet based upon any limitations imposed by the Mobile Wallet Provider, your wireless service provider, and/or any third party associated with Mobile Wallet.

4. OUR RESPONSIBILITY

Our sole responsibility with respect to this service is to provide information to the Mobile Wallet Provider in order to allow you to enroll your eligible Card into the service. As we do not control this service in any way, we are not liable for any failure of the service resulting in your inability to use Mobile Wallet. We also are not responsible for any third party performance surrounding or related to this service and any agreement you enter into with those third parties.

5. RELATIONSHIP TO THE MOBILE WALLET PROVIDER

The Mobile Wallet service is a service offered exclusively by the Mobile Wallet Provider using eligible Mobile Devices. Byline Bank, its parent, and its affiliates do not own, operate, or control Mobile Wallet and are not responsible for any service

provided to you by the Mobile Wallet Provider or by any third party engaged by the Mobile Wallet Provider. We likewise are not responsible for any information or other services provided to you by the Mobile Wallet Provider or any other third parties associated with the Mobile Wallet service.

6. FEES FOR MOBILE WALLET

While we do not currently assess fees for the service, we reserve the right to charge fees in the future. In the event we elect to begin charging fees, those fees associated with Mobile Wallet will be outlined in our published Product and Service Fees. Fees for the use of the service are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data. You are responsible for any fees or other charges that your Mobile Wallet Provider and Wireless Carrier may charge for any related data or message services messaging.

If you have been approved for and have accepted the Bank's Safety Net service and a transaction originated via Mobile Wallet, along with other Account activity processed in the same business day, results in an Overdraft Item Paid or Overdraft Item Returned fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Product and Service Fees. If you frequently overdraw your Account, we reserve the right to terminate your usage of this service.

7. YOUR CONSENT

By providing us with a landline or mobile/cellular telephone number, you consent to receiving calls, text messages, or e-mail messages from us at that number for our everyday business purposes (including identity verification). You further consent to receiving autodialed and prerecorded message calls from us or our service providers at that number for non-marketing purposes. For example, we may contact you in connection with validating or processing a transaction that you have requested through Mobile Wallet or to investigate fraud or data security issues. You also consent to receiving text messages and e-mails from us at that number for marketing purposes.

8. YOUR DATA & PRIVACY

You agree that we may collect, transmit, store, and use certain information about you and your use of your Card in Mobile Wallet. The transmission, storage, and usage of this data is governed by the privacy policy applicable to your Card or the underlying Account.

You understand and acknowledge that third parties, such as the Mobile Wallet Provider and MasterCard, will have access to certain details regarding eligible Card transactions made using the Mobile Wallet service. You understand that information that is provided to or held by the Mobile Wallet Provider or other third parties in relation to the Mobile Wallet service is outside our control. Any information you disclose to the Mobile Wallet Provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the Byline Bank privacy policy applicable to your Card or the underlying Account.

9. DISCLAIMER OF LIABILITY

You agree that we will not have any liability to you or any third party for the potential impacts of discontinuing the service, suspending your ability to use the service, or terminating your use of your Card in Mobile Wallet.

We will not be liable for any circumstances that delay, interrupt, or otherwise impact or prevent your ability to use your Card

with the Mobile Wallet service (such as, but not limited to, fire, flood, network or system down, time, or interference from an outside force).

10. DISCLAIMER OF WARRANTIES

You agree and acknowledge that your use of Mobile Wallet is at your own risk. No notification to you, either oral or written, provided by us, our authorized representatives, or any third party shall create any implied, express, or statutory warranty with regards to the use of your Card through the Mobile Wallet service including warranties of fitness for a particular purpose.

We are not responsible for the accuracy of information displayed through the Mobile Wallet service. Likewise, we are not responsible for your Mobile Device, the software installed on your device (either the operating system or any other software you choose to install), or the hardware associated with your device. We make no representations, warranties, or guarantees concerning these matters.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR MOBILE WALLET. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF THE MOBILE WALLET SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF MOBILE WALLET, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO MOBILE WALLET. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THESE RULES SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

11. INDEMNIFICATION

You agree to defend, indemnify and hold harmless us, our parent and our affiliates and service providers and their affiliates,

officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of these rules or the breach of these rules by any joint account holders or authorized users of your Card and/or your use of Mobile Wallet. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

12. SUSPENSION OR CANCELLATION OF SERVICES

We reserve the right to discontinue support of the Mobile Wallet service at any time without advance notice to you. We may suspend or cancel your use of your eligible Card in Mobile Wallet at any time, for any reason, and without advanced notice to you.

D. YOUR RIGHTS:

1. LIABILITY – NOTIFICATION OF UNAUTHORIZED USE

If you furnish your Card, PIN, or Mobile Device to another person, you will be deemed to have authorized all transactions which may be accomplished by the Card until you have given actual notice to us that further transactions are unauthorized.

If you believe your Card or PIN or Mobile Device has been lost or stolen, you must inform the Bank immediately. You can provide this notice by calling the Bank at the phone number listed at the end of this document during normal business hours or toll-free at (800) 236-2442 after the close of business. Telephoning is the best way of keeping your possible losses down. If you tell us promptly (within two business days) after you learn of the loss or theft of your Card or PIN, you have zero liability if someone used your Card or PIN without your permission and the following condition is met:

The Cardholder has exercised reasonable care in safeguarding such Card from risk of loss or theft.

You must notify us within 60 days of transmittal of the periodic statement containing the first unauthorized transaction.

2. NOTIFYING US IN THE EVENT OF UNAUTHORIZED TRANSFERS, OR LOSS OR THEFT OF YOUR CARD, PIN OR MOBILE DEVICE.

If you believe an unauthorized electronic transfer has been made, or that your Card, PIN or Mobile Device has been lost or stolen, you should notify us as soon as possible. You can notify us at the following address and telephone numbers:

Byline Bank
180 N. LaSalle St., Suite 300
Chicago, IL 60601
Telephone: 773-244-7000
After hours Telephone: (800) 236-2442

3. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

If we do not complete a transfer to or from your Account on time or in the current amount according to the agreement applicable to such transfers when you have properly instructed to do so, we will be liable to you for damages which you prove are directly caused by our action. However, there are some exceptions; (a) if circumstance beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions we have taken; or (b) if you have money in your Account, but the funds are subject to legal process or encumbrance; or (c) if the transfer would go over the amount in your Account, including any amount in an associated account linked for overdraft protection; or (d) if through no fault of ours, you do not have

enough money in your Account to make the transfer. Please refer to the Funds Availability Policy, which we provided to you when you opened your account, to determine when funds are available for withdrawal. There may be other exceptions stated in these rules or provided by law.

E. OTHER PROVISIONS APPLICABLE TO CARDS, ACCOUNTS AND YOUR MOBILE WALLET:

1. REFUNDS ON PURCHASES

Cash refunds may not be made to you on purchases made with your Card. If a merchant who honors your Card gives you credit for merchandise returns or adjustments, the merchant will do so by sending us a credit slip which we will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment which accepts the Card. Any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of the sales draft, plus any appropriate charges we may be authorized to make.

2. ACCOUNT STATEMENTS

Your regular monthly account statement will reflect each purchase and cash withdrawal charged to your Account and each credit applied to your Account during the monthly account cycle and the related fee, if any. You must retain your receipt(s) whenever you make a purchase or a cash withdrawal in order to identify the authorized user using the Card.

3. BUSINESS DAY DISCLOSURE

Our business days are Monday through Friday; federal holidays are not included.

4. FUNDS AVAILABILITY

Please refer to the Funds Availability section of your Account Disclosure which we provided to you when you opened your Account, to determine when funds are available for withdrawal.

F. MISCELLANEOUS:

1. GOVERNING LAW

These rules shall be governed by, interpreted under and construed in accordance with the laws of the State of Illinois, without regard to any state conflict of law provisions. To the extent that the terms of these rules conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. These rules shall also be governed by applicable Federal law.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to these rules.

2. CHANGES TO THESE RULES

We may at any time amend these rules or cancel your privilege to use your Card, and we may list the Card in cancellation bulletins. Any such amendment or cancellation shall be (subject to compliance with any applicable requirements for law concerning notice) effective upon mailing of a notice of such amendment or cancellation to you at the address to which your account statements are sent or emailing it to you.

3. NOTICES FROM YOU

Any notice you provide to us will be effective upon our receipt of such notices providing that we have had a reasonable time to review and act upon your notice.

Business Product & Service Fees

Account Research	\$25.00 per 1/2 hour
Additional Statement	\$5.00
Early Account Closure Fee (Charged for accounts closed within 6 months of opening.)	\$25.00
Telephone Transfer Fee	\$5.00
Overdraft Protection	\$10.00
Account Inquiry Fee	FREE
Cashiers Check	\$5.00 per check
Check Cashing (non-customer)	1.50%
Check Printing Fees	Varies
Coin Counting	3% over \$250.00
Collection (incoming/outgoing)*	\$25.00 per item
Item Copy Fee	\$4.00 per check copy (plus \$25 per 1/2 hour research fee)
Counter Check	\$1.00
Chargeback	\$4.50
Dormant Account Fee	\$7.50
Foreign Item Collection*	\$100.00
Legal Notice Processing Fee	\$150.00
Immigration Letter	\$15.00
Notary Prop. Conveyance (Cook County)	\$25.00
Non Sufficient Funds (NSF) Item Paid	\$34.00
Non Sufficient Funds (NSF) Item Return	\$34.00
Continuous Overdraft Fee****	\$6.00
Personal Money Order	\$4.00 per money order
Excessive Withdrawal Fee—Money Market (per item)	\$10.00
Excessive Withdrawal Fee—Savings (per item)	\$5.00
Safe Deposit Box Key Replacement	\$10.00 + cost
Safe Deposit Box Drilling	\$150.00
Signature Guarantee	\$25.00
Stop Payment Fee	\$30.00
The ATM Card and MasterCard® Debit Card are subject to the following fees:	
ATM or Debit Card Foreign Transaction Fee for non-US Dollar Transactions	2% of transaction**

Replace ATM/Debit Card	\$10.00
ATM or Debit Card - Rush Order	\$35.00
ATM Transactions at Affiliated ATMs	FREE
ATM Transaction Fee	
Withdrawals and Balance Inquiries at non-bank affiliated ATMs	
Regional (first 3 per statement cycle are free)	\$2.00
Nationwide	\$2.00
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Trustee Transfer Fee (IRA, HSA, SEP or KEOGH)	\$50.00
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Undeliverable Mail Fee—Charged at the end of the statement cycle	\$5.00
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Verification of Deposit	\$20.00
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Incoming Wire Fee	
Domestic	\$12.00
International	\$15.00 (USD)
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Domestic Outgoing Wire Fee	
Online	\$10.00
Phone/Fax/In person	\$25.00
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Target Balance Fee	\$50.00

* Additional fees may apply based on the paying bank.

** 2% fee will be reflected as a separate transaction posted to your account.

**** A Continuous Overdraft Fee of \$30.00 will be charged upon the fifth consecutive business day a business account remains overdrawn. Additionally, an account that remains overdrawn after the fifth consecutive business day will continue to be charged a \$6.00 Daily Overdraft fee for every business day the account remains in an overdraft status for a period of 30 business days from the date in which the account originally became overdrawn. If the account is no longer in overdraft status at the end of the fifth consecutive business day, the account will not be charged a daily overdraft fee.

All fees are effective 2/25/19 and are subject to change. Fees may reduce earnings.

Telebanker Information

Byline Bank's 24-hour Automated Telebanker makes it easy to access account information when it's most convenient for you.

With Telebanker, you can:

- Review your account balances, history and loan information
- Verify a payment or deposit
- Transfer money between accounts
- Reorder checks
- Change your Debit Card's Personal Identification Number (PIN), or
- Report a lost or stolen Debit Card

ENROLL TODAY:

Enrolling into Telebanker is easy

Call 773-244-7000 and select the option available for Telebanker, Byline's 24-hour Automated Telebanker. Be sure to have one of your checking, money market or savings account numbers on hand when you call to enroll. During enrollment you will be able to select your own 8 digit user id and 4 digit password.

Important FDIC Deposit Insurance Information for Byline Bank

FDIC DEPOSIT INSURANCE COVERAGE LIMITS BY ACCOUNT OWNERSHIP CATEGORY

Single Accounts owned by one person	\$250,000 per owner
Joint Accounts owned by two or more persons	\$250,000 per co-owner
Certain Retirement Accounts includes IRAs	\$250,000 per owner
Revocable Trust Accounts	\$250,000 per owner per beneficiary up to 5 beneficiaries (more coverage available with 6 or more beneficiaries subject to specific conditions and requirements)
Corporation, Partnership and Unincorporated Association Accounts	\$250,000 per corporation, partnership or unincorporated association
Irrevocable Trust Accounts	\$250,000 for the non-contingent, ascertainable interest of each beneficiary
Employee Benefit Plan Accounts	\$250,000 for the non-contingent, ascertainable interest of each plan participant
Government Accounts	\$250,000 per official custodian (more coverage available subject to specific conditions)

TO CALCULATE YOUR DEPOSIT INSURANCE COVERAGE

Use the FDIC's Electronic Deposit Insurance Estimator (EDIE) at: www.fdic.gov/edie.

FOR QUESTIONS ABOUT FDIC COVERAGE LIMITS AND REQUIREMENTS

Visit www.FDIC.gov/deposit/deposits, call toll-free 1-877-ASK-FDIC, or ask a Byline Bank representative.

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For more information call (773) 244-7000
or visit us online at BylineBank.com



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