

**Midwest Bank and Trust Company  
Debit MasterCard BusinessCard® Agreement and Disclosure**

**Introduction and Definitions:** This Agreement (“Agreement”) between you and Midwest Bank and Trust Company contains contract terms and other important information relating to your Debit MasterCard BusinessCard®, “Card” or “BusinessCard.” In this Agreement, “you” or “yours” refers to the company which has signed and submitted a Debit MasterCard BusinessCard® Application asking us to issue BusinessCards, in its name, for use by designated authorized signers “Cardholders.” The terms “we”, “our” and “us” refers to Midwest Bank and Trust Company which issues the Card. These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms or conditions provided separately in your Regulatory and Compliance Statement as well as the terms of any other disclosures you may have received. Read this Agreement carefully and keep a copy for your records.

**Account Requirement:** The services described in this Agreement will be available to you as long as you maintain a business checking account in good standing with us.

**Authorization:** By requesting, receiving, using or accepting a Card or authorizing another to use your Card, you and any authorized signer on your account agree to be bound by the following Agreement and authorize the Bank to debit or credit your account (whichever is appropriate) for transactions made with or without your Card. If there is more than one Cardholder, each is jointly and severally liable for all transactions initiated by the use of the Card.

**Notice:** You may terminate this Agreement with us by notifying us in writing or by calling 1-877-U-Belong (823-5664). You shall remain liable for all transactions that have taken place during the time of this Agreement. We may terminate the use of your Card at any time. If you do not use your card for more than one year, we reserve the right to cancel your Card(s).

**BusinessCard Purpose:** You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business-related transactions only. The Card cannot be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under provisions of state and federal law. You agree to provide written instructions to all Cardholders that the Card shall not be used for consumer purposes. A violation of this restriction on the use of any Card shall be immediate grounds for termination of this Agreement.

**Who May Use Your BusinessCard:** You may designate any authorized signer(s) on your account as a Business Cardholder(s) and may establish certain limitations on their use of the Card on your Application. You agree that neither you nor any authorized Cardholder will allow anyone else to use the Card. If you do so, we may suspend your Card privileges and/or terminate this Agreement.

**MasterCard® Business Services and Benefits:** Midwest Bank and Trust Company’s BusinessCard bears the MasterCard® logo and will be accepted by MasterCard® merchants around the world. These services and benefits are not products of Midwest Bank and Trust Company and may be amended, suspended or cancelled by MasterCard® at any time.

**Overdrafts:** If a negative balance in your account results from the use of the Card or from any other transfer, you will be responsible for any overdraft fees and you must bring your account to a positive balance immediately. If use of your Card initiates an advance on a line of credit or overdraft protection, you will be subject to the separate Credit Agreement with the Bank. If you provide someone else with the ability to use your Card, the Bank will consider the transaction authorized by you and subject to all terms and conditions of this and other agreements with the Bank.

**Security Procedure:** You have requested that the Bank issue you a Card that can be used to access funds in your deposit account(s). We will issue a Personal Identification Number (PIN) that must be used with the Card to obtain cash at an ATM or for Point-of-Sale (POS) transactions. Do not reveal your PIN to anyone else or write the number down where it is available to others. We at Midwest Bank will never call you requesting that you verify your PIN or other personal information. You may use your Card without a PIN to purchase goods or services at merchants that accept MasterCard®. Each Card will be issued in the name of the Company and in the names of the authorized Cardholders as designated on the Application. Each Cardholder must sign the back of their Card as soon as they receive it. Cards cannot be transferred to another person. You agree to notify us immediately when you terminate a Cardholder’s rights.

**Deposits and Payments at Automated Teller Machines:** All deposits and payments received through the ATM are subject to collection and verification. If the deposited check or draft is not paid or the cash is not received, the credit will be reversed.

Funds from any deposits (cash or checks) made at Automated Teller Machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply to ATMs we own or operate. All ATMs that we own or operate are identified as our machines.

**Your Liability for Unauthorized Use:** You agree to be unconditionally and without any limitations liable for any loss or damages resulting from authorized or unauthorized BusinessCard transactions. This applies whether initiated by you, current or former Cardholders, or some other person, and whether arising from Cards lost, stolen or otherwise compromised.

Tell us AT ONCE by calling 1-877-U-Belong (823-5664) if you believe your Card or PIN has been lost, stolen or used without your permission. Telephoning is the best way of keeping possible losses down. You could lose all the money in your Account. If you notify us by telephone, you must promptly confirm such notice in writing. When you notify us, we will cancel the Card and associated PIN and issue a replacement Card to the authorized user.

**Additional Risk Associated with Use of a Business Debit Card.** You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. The provisions in our Regulatory and Compliance Statement regarding Regulation E do **NOT** apply to your BusinessCard. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of your BusinessCard as described in this Agreement. **Funds Availability:** Checks deposited will be subject to Midwest Bank and Trust Company's Funds Availability Policy, a copy of which has been given to you at the time you opened your account. You may also obtain a copy of this policy at any of our banking centers.

**Business Day:** For the purpose of this disclosure, every day is a business day, except Saturdays, Sundays and federal holidays.

All transactions received after our daily cutoff time on a business day will be treated and recorded as if initiated on our next business day. The business day cutoff time is different at some locations. The cutoff time may be as early as 2:00 p.m. or as late as 5:30 p.m. Check the cutoff time at the location where you transact your banking to verify your funds availability.

**Types of Transfers:** Any Cardholder may use the Card to make the following types of transactions:

- Perform business-related transactions at an Automated Teller Machine (ATM)
- Business-related cash withdrawals
- Deposits to your business deposit accounts
- Perform balance inquiries
- Transfer funds between designated accounts
- Make payments to your business loan / line of credit or Safe Deposit Box
- Pay for business-related purchases at places that have agreed to accept the Card and PIN
- Pay business-related bills directly from your business checking account in the amounts and on the days you request

Use of the Card, the account number on the card, the PIN or any combination of the three is an order by you, for the withdrawal of the amount of the transaction from your account.

**Transaction Limitations:** Individual dollar amount limitations may be set for each Cardholder. You may limit the amount each authorized user may withdraw at an ATM each day using the BusinessCard. You may also establish daily limits for Point-of-Sale (POS) transactions for each authorized user. If you do not select a cash withdrawal limit, the maximum amount of cash, which may be withdrawn from all of your accounts in any 24-hour period using your BusinessCard, is \$500.00. If you do not select a Point-of-Sale (POS) limit, the maximum amount of purchases you can make in any 24-hour period using your BusinessCard is \$5,000.00.

**Fees:** ATM transactions at machines owned by Midwest Bank and Trust Company are free. There will be a \$1.00 fee for each deposit, withdrawal or inquiry made at non-Midwest Bank owned ATMs that are not part of the Allpoint®, STARsf® or MoneyPass® networks. There is a replacement card fee of \$10.00. Fees will be charged in accordance with the current service fee schedule and will be deducted directly from your account.

When you use a non-Midwest Bank owned ATM that is not part of the Allpoint®, STARsf® or MoneyPass® network, you may also be charged a fee by the ATM operator or any network used and you may be charged for a balance inquiry even if you do not complete a fund transfer. Midwest Bank and Trust Company is a member of the Allpoint®, STARsf® and MoneyPass surcharge-free networks. As a member, this allows customers of Midwest Bank free access to their accounts at thousands of Allpoint®, STARsf® and MoneyPass® branded ATMs nationwide. All ATMs that we own or operate are identified as our machines.

**Charges for Electronic Fund Transfers:** We do not charge for pre-authorized withdrawals except when "limitations" on frequency are exceeded. We do not charge for direct deposits of any type.

**Cash Rewards** - Transactions qualifying for Cash Back Rewards are made by choosing "CREDIT" when making a purchase rather than choosing "DEBIT." Purchases made by entering your Personal Identification Number (PIN) or with your ATM Card do not qualify for Cash Rewards. Cash Rewards will be credited to your account by the 5<sup>th</sup> business day of every month for the previous month's transactions. Cash Rewards are calculated by multiplying your total qualifying purchase amounts for the month by 0.0025. You must earn at least \$1.00 in Cash Rewards and your card must be active to receive payment. May be subject to 1099 Reporting.

**Stop Payments:** You understand and agree that you will not be allowed to place a stop payment on a transaction made with your card.

**Disclosure of Account Information:** We will disclose information to third parties about the account or transactions you make: (a) where it is necessary to complete 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 or court orders, or (d) if you give us your written permission.

See our Privacy Policy for details.

**Amendments:** We may amend this Agreement at any time. The notice will be sent to you at the address shown on your account unless you have notified us in writing of another address.

**Midwest Bank and Trust Company**  
Attn: E-Services  
501 W. North Ave.  
Melrose Park, IL 60160  
1-877-U-Belong (823-5664) (phone)  
1-708-865-8784 (fax)

**Debit MasterCard BusinessCard® Application**

Company Information (Please Print)			
Company Name:			Date:
Street Address:	City:	State:	Zip:
Mailing Address:	City:	State:	Zip:
Contact Person:	Phone Number:	Tax ID Number:	
Registered as: <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other: _____			
Primary Business Checking Account Number:		Additional Deposit Accounts:	
Business Name as it should appear on Card:			

**Authorized Signer Information and Legal Agreement**

By signing below, you are asking, on behalf of the Company identified above, for Midwest Bank and Trust Company, to issue the Debit MasterCard BusinessCard® and associated services to individuals designated on this Application. By signing, you represent that you are an authorized signer on the account(s) designated above and all of the information on this Application is true and correct. By signing below and using the Card(s), you agree that all Card(s) will be used for business purposes only and that you agree to all of the terms and conditions of the Debit MasterCard BusinessCard® Agreement, including any fees and charges.

Authorized Signer(s) for whom Company is requesting issuance of card(s) (Please print):			
1) Cardholder's Name:		Social Security Number:	
Daily ATM Limit:	Daily Purchase Limit:	Signature:	
2) Cardholder's Name:		Social Security Number:	
Daily ATM Limit:	Daily Purchase Limit:	Signature:	
3) Cardholder's Name:		Social Security Number:	
Daily ATM Limit:	Daily Purchase Limit:	Signature:	
4) Cardholder's Name:		Social Security Number:	
Daily ATM Limit:	Daily Purchase Limit:	Signature:	

Branch Use Only			
Employee's Signature:		Employee's Name: (Please Print)	
Branch:		Date:	
Officer Approval:		Date:	
1) ID Type:	ID Number:	2) ID Type:	ID Number:
3) ID Type:	ID Number:	4) ID Type:	ID Number:

Please return completed applications to any branch or mail to:  
**Midwest Bank and Trust Company,**  
 Attn: E-Services,  
 501 W. North Ave.  
 Melrose Park, IL 60160  
 or fax to: 1-708-865-8784  
 Please call 1-877-U-Belong (823-5664) with any questions.