

## CASH MANAGEMENT ENROLLMENT FORM

CASH MANAGEMENT COMPANY INFORMATION:					
Company:					
Address:				TIN/SSN:	- -
City:			State:		Zip: -
Phone:	- -	Primary Contact for Account(s):			
Email Address:					

### CHARGES (Bank Use Only)

Charge to account:						
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### REQUESTED SERVICES & USERNAMES

Services Requested	Wire Transfers	ACH	Positive Pay	Send Files
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

User's Full Name				
Desired Usernames				
User's Email Address				
Supervisor Rights?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### ACCOUNT NUMBERS

Account Number	Description	Account Number	Description

### BANK INFORMATION (To Be Completed By Bank)

<input type="checkbox"/> New	Date:	<input type="checkbox"/> Existing, since	Officer:	Branch:
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**SIGNATURES:** By signing below, I hereby authorize **LAKESIDE BANK** to issue a temporary password for my account which must be changed upon first entry into the system. Customer understands that Cash Management can only be accessed by the FIRST computer used to log in. Customer can change which computer has Cash Management access by contacting the bank representative in charge of Customer's Cash Management accounts.

_____ Signature	_____ Date	_____ Signature	_____ Date
_____ Signature	_____ Date	_____ Signature	_____ Date

**Wire Transfer and ACH Originator Agreement (Internet Banking System)**

This Agreement, dated as of \_\_\_\_\_, \_\_\_\_\_ is between \_\_\_\_\_ (“Company”) and Lakeside Bank (“Financial Institution”).

RECITALS

- A. Company wishes to initiate Credit Entries by means of the Automated Clearing House Network or Wire Transfers pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association and the local ACH Association (the “Rules”), and Financial Institution is willing to act as an Originating Depository Financial Institution with respect to such Entries.
- B. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the Rules. The term “Entries” shall have the meaning provided in the Rules and shall also mean the data received from Company hereunder from which Financial Institution prepares Entries.

AGREEMENT

1. Transmittal Of Entries By Company.

Company shall transmit PPD (Prearranged Payments & Deposits) or CCD (Cash Concentration or Disbursement) credit or debit Entries to Financial Institution to the location(s) and in compliance with the formatting and other requirements set forth in Schedule A attached hereto. The total dollar amount of Entries transmitted by Company to Financial Institution on any day shall not exceed the amount specified in the Maximum Limit section on Schedule A.

2. Security Procedure.

- (a) Company and Financial Institution shall comply with the security procedure requirements described in Schedule B attached hereto with respect to Entries transmitted by Company to Financial Institution. Company acknowledges that the purpose of such security procedure is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No security procedure for the detection of any such error has been agreed upon between the Financial Institution and Company.
- (b) Company is strictly responsible for establishing and maintaining the procedures to safeguard against unauthorized transmissions. Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the security procedures and any logins, passwords, codes, security devices and related instructions provided by the Financial Institution in connection with the security procedures described in Schedule B for the access rights granted under Schedule A or Schedule C. If Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, Company agrees to notify Financial Institution immediately followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

3. Compliance With Security Procedure.

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company’s Entry (or request) and Company shall be obligated to pay Financial Institution the amount of such Entry even though the Entry (or request) was not authorized by Company, provided Financial Institution accepted the entry in good faith and acted in compliance with the security procedure referred to in Schedule B with respect to such entry. If signature comparison is to be used as a part of that security procedure, Financial Institution shall be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request for cancellation or amendment of an Entry) received with the signature of an authorized representative of Company (an “Authorized

Representative”) and, on the basis of such comparison, believes the signature accompanying such file to be that of such authorized representative.

- (b) If an Entry (or request for cancellation or amendment of an Entry) received by Financial Institution was transmitted or authorized by Company, Company shall pay Financial Institution the amount of the Entry, whether or not Financial Institution complied with the security procedure referred to in Schedule B with respect to that Entry and whether or not that Entry was erroneous in any respect or that error would have been detected if Financial Institution had complied with such procedure.

4. Recording and Use of Communications.

Company and Financial Institution agree that all telephone conversations, emails or data transmissions between them or their agents made in connection with this Agreement may be electronically recorded and retained by either party by use of any reasonable means.

5. Processing, Transmittal And Settlement By Financial Institution.

- (a) Except as provided in Section 6, On-Us Entries and Section 7, Rejection of Entries, Financial Institution shall (I) process Entries received from Company to conform with the file specifications set forth in Rules, (II) transmit such Entries as an Originating Depository Financial Institution to The Federal Reserve Bank (the “ACH”) acting as an Automated Clearing House Operator, and (III) settle for such Entries as provided in the Rules.
- (b) Financial Institution shall transmit or complete the necessary batch authorization of such ACH Entries by the Delivery Date deadline of the ACH set forth in Schedule B attached hereto prior to the Effective Entry Date shown in such Entries, provided (I) such Entries are received by Financial Institution’s related cut-off time set forth on Schedule B on a business day, (II) the Effective Entry Date is at least 2 business days after such business day, and (III) the ACH is open for business on such business day. For purposes of this Agreement (x) a “business day” is a day on which Financial Institution is open to the public for carrying on substantially all of its business [other than a Saturday or Sunday], and (y) Entries shall be deemed received by Financial Institution, in the case of transmittal by tape, when received by Financial Institution at the location set forth in Schedule B, and in the case of transmittal by electronic transmission, when the transmission (and compliance with any related security procedure provided for herein) is completed as provided in Schedule A or Schedule C.
- (c) If any of the requirements of clause, (I), (II), (III) of Section 5(b) is not met, Financial Institution shall use reasonable efforts to transmit such Entries to the ACH by the next deposit deadline of the ACH following that specified in Schedule B which is a business day and a day on which the ACH is open for business.

6. On-Us Entries.

Except as provided in Section 7, Rejection of Entries, in the case of an Entry received for credit to an account maintained with Financial Institution (an “On-Us Entry”), Financial Institution shall credit the Receiver’s account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (I) and (II) of Section 5(b) are met. If either of those requirements is not met, Financial Institution shall use reasonable efforts to credit the Receiver’s account in the amount of such Entry no later than the next business day following such Effective Entry Date.

7. Rejection Of Entries.

Financial Institution may reject any Entry which does not comply with the requirements of Section 1, Transmittal Of Entries By Company, or Section 2, Security Procedure, or which contains an Effective Entry Date more than 2 business days after the business day such Entry is received by Financial Institution. Financial Institution may reject an On-Us Entry, for any reason for which an Entry may be returned under the Rules. Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 11, The Account. Financial Institution may reject any entry if Company does not

adhere to security procedures as described in Schedule B. Financial Institution shall notify Company by electronic transmission, including email of such rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH or, in the case of an On-Us entry, its Effective Entry Date. Notices of rejection shall be effective when given. Financial Institution shall have no liability to Company by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

8. Cancellation Or Amendment By Company.

Company shall have no right to cancel or amend any Entry after its receipt by Financial Institution. However, if such request complies with the security procedures described in Schedule B for the cancellation of Data, Financial Institution shall use reasonable efforts to act on a request by Company for cancellation of an Entry prior to transmitting it to the ACH or, in the case of an On-Us Entry, prior to crediting a Receiver's account, but shall have no liability if such cancellation is not effected. Company shall reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to effect Company's request for the reversal of an entry.

9. Notice Of Returned Entries.

Financial Institution shall notify Company by electronic transmission, including email of the receipt of a returned entry from the ACH no later than one business day after the business day of such receipt. Except for an Entry retransmitted by Company in accordance with the requirements of Section 1, Transmittal of Entries By Company, Financial Institution shall have no obligation to retransmit a returned Entry to the ACH if Financial Institution complied with the terms of this Agreement with respect to the original Entry.

10. Payment by Company for Entries.

Company shall pay Financial Institution the amount of each Entry transmitted by Financial Institution pursuant to this Agreement at such time specified on Schedule B.

11. The Account.

Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in Schedule A or Schedule C attached hereto (the "Account"), and shall credit or debit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment or credit from Company. Such credit or debit shall be made as of the day of such receipt by Financial Institution. Company shall at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. In the event there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

12. Account Reconciliation.

Entries transmitted by Financial Institution or credited to a Receiver's account maintained with Financial Institution will be reflected on Company's periodic statement issued by Financial Institution with respect to the Account pursuant to the agreement between Financial Institution and Company. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any periodic statement. If Company fails to notify Financial Institution of any discrepancy within ten (10) days of receipt of a periodic statement containing such information, Company agrees that Financial Institution shall not be liable for any other losses resulting from Company's failure to give such notice or any loss of interest or any interest equivalent with respect to any Entry shown on such periodic statement. If Company fails to notify Financial Institution of any such discrepancy within sixty (60) days of receipt of such periodic statement, Company shall be precluded from asserting such discrepancy against Financial Institution.

13. Company Representations And Agreements; Indemnity.

With respect to each and every Entry initiated by Company, Company represents and warrants to Financial Institution and agrees that (a) each person shown as the Receiver or and Entry received by Financial Institution from Company has authorized the initiation of such Entry (sample forms available on Schedule D) and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting/debiting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Credit or Debit Entries set forth in Section 1, Transmittal of Entries By Company, (d) Company shall perform its obligations under this Agreement in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC, and (e) Company shall be bound by and comply with the Rules as in effect from time to time, including, without limitation, the provisional payment of an Entry by the Receiving Depository Financial Institution to the Receiver until receipt by the Receiving Depository Financial Institution of final settlement for such Entry. Company specifically acknowledges that it has received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the Receiving Depository Financial Institution shall be entitled to a refund from the Receiver of the amount credited and Company shall not be deemed to have paid the Receiver the amount of the Entry. Company shall indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing representations or agreements.

14. Financial Institution Responsibilities; Liability; Limitations On Liability; Indemnity.

- (a) In the performance of the services required by this Agreement, Financial Institution shall be entitled to rely solely on the information, representations, and warranties provided by Company pursuant to this Agreement, and shall not be responsible for the accuracy or completeness thereof. Financial Institution shall be responsible only for performing the services expressly provided for in this Agreement, and shall be liable only for its gross negligence or willful misconduct in performing those services. Financial Institution shall not be responsible for Company's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Company) or those of any other person, including without limitation any Federal Reserve Financial Institution, Automated Clearing House or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including without limitation the return of an Entry by such Receiver or Receiving Depository Financial Institution), and no such person shall be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person that the Financial Institution is responsible for any act or omission of Company or any other person described in this Section 14(a).
- (b) Financial Institution shall be liable only for Company's actual damages; in no event shall Financial Institution be liable for any consequential, special, incidental, punitive or indirect loss or damage which Company may incur or suffer in connection with this Agreement, whether or not the likelihood or such damages was known or contemplated by the Financial Institution and regardless of the legal or equitable theory of liability which Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement. In any event, the liability of Financial Institution upon any claims howsoever arising out of or relating to this Agreement or any products or services furnished or to be furnished under it will be absolutely limited to the amount paid by the Company to the Financial Institution for fees.
- (c) Without limiting the generality of the foregoing provisions, Financial Institution shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in Financial Institution's reasonable judgment otherwise

violates any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

- (d) Subject to the foregoing limitations, Financial Institution's liability for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds rate at the Federal Reserve Financial Institution of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.

15. Inconsistency Of Name And Account Number.

Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted by Financial Institution to the Receiving Depository Financial Institution may be made by the Receiving Depository Financial Institution (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number supplied by the Company, even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.

16. Notifications Of Change.

Financial Institution shall notify Company of all notifications of change received by Financial Institution relating to Entries transmitted by Company by mutually agreeable means, including email, no later than 3 business days after receipt thereof.

17. Payment For Services.

Company shall pay Financial Institution the charges for the services provided in connection with this Agreement, as set forth in Schedule A or Schedule C attached hereto. All fees and services are subject to change upon 30 calendar days prior written notice from Financial Institution to Company. Such charges do not include, and Company shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to such services, and any fees or charges provided for in the agreement between Financial Institution and Company with respect to the Account (the "Account Agreement").

18. Amendments.

From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of Schedules A through D attached hereto. Such amendments shall become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

19. Notices, Instructions, Etc.

- (a) Except as otherwise expressly provided herein, Financial Institution shall not be required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Financial Institution shall be entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by an Authorized Representative, and any such communication shall be deemed to have been signed by such person. The names and signatures of Authorized Representatives are set forth in Schedule C attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice shall be effective on the second business day following the day of Financial Institution's receipt thereof.
- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement shall be delivered, or sent by United States

registered or certified mail, postage prepaid, or by express carrier, and, if to Financial Institution, addressed to:

Lakeside Bank  
2141 S. Indiana Avenue  
Chicago, IL 60616  
Attn: Internet Banking Support

And, if to Company, addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice shall be deemed given when received.

20. Data Retention.

Company shall retain data on file adequate to permit remaking of Entries for five (5) days following the date of their transmittal by Financial Institution as provided herein, and shall provide such Data to Financial Institution upon its request.

21. Tapes and Records.

All magnetic tapes, Entries, security procedures and related records used by Financial Institution for transactions contemplated by this Agreement shall be and remain Financial Institution's property. Financial Institution may, at its sole discretion, make available such information upon Company's request. Any expenses incurred by Financial Institution in making such information available to Company shall be paid by Company.

22. Evidence of Authorization.

Company shall obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two years after they expire. Lakeside Bank reserves the right to perform a full audit of the Customer to ensure compliance with the agreement and NACHA rules.

23. Cooperation in Loss Recovery Efforts.

In the event of any damages for which Financial Institution or Company may be liable to each other or to a third party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

24. Termination.

Company may terminate this Agreement at any time. Such termination shall be effective on the second business day following the day of Financial Institution's receipt of written notice of such termination or such later date as is specified in that notice. Financial Institution reserves the right to terminate this Agreement immediately upon providing written notice of such termination to Company. Any termination of this Agreement shall not affect any of Financial Institution's rights and Company's obligations with respect to

Entries initiated by Company prior to such termination, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination, or any other obligations that survive termination of this Agreement.

25. Entire Agreement.

This Agreement (including the Schedules attached hereto) together with the Account Agreement, is the complete and exclusive statement of the agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement shall govern. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution shall incur no liability to Company as a result of such violation or amendment. No course of dealing between Financial Institution and Company will constitute a modification of this Agreement, the Rules, or the security procedures or constitute an agreement between the Financial Institution and Company regardless of whatever practices and procedures Financial Institution and Company may use.

26. Non-Assignment.

Company may not assign this Agreement or any or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.

27. Waiver.

Financial Institution may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Financial Institution's rights with respect to any other transaction or modify the terms of this Agreement.

28. Binding Agreement; Benefit.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors and assigns. This Agreement is not for the benefit of any other person, and no other person shall have any right against Financial Institution or Company hereunder.

29. Headings.

Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

30. Severability.

In the event that any provision of this Agreement shall be determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

31. Governing Law, Jurisdiction and Venue.

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. In the event of litigation to enforce the terms of this Agreement, the parties consent to venue in the exclusive jurisdiction of the courts of the Circuit Court of Cook County, Illinois and the Federal District Court for the Northern Division Eastern District of Illinois.

32. Limitations.



With the exception of the Financial Institution's right to collect any fees or other amounts owed it by the Company for any reason, no actions arising out of this Agreement, for its performance or breach, may be brought by either party against the other unless commenced within one (1) year after such cause of action has accrued or within one (1) year after the party seeking to assert the same should reasonably have discovered the existence of such cause of action, whichever is later.

33. Third Parties.

Each party intends that this Agreement shall not benefit, or create any right or cause of action in or on behalf of any person or entity other than the Company and the Financial Institution.

34. Force Majeure.

Notwithstanding any provision contained in this Agreement, neither party shall be liable to the other to the extent fulfillment or performance of any terms or provisions of this Agreement is delayed or prevented by revolution or other civil disorders; wars; acts of enemies; strikes; labor disputes; electrical equipment or availability failure; fires, floods; acts of God; federal, state or municipal action; statute; ordinance or regulation; or without, limiting the foregoing, any other causes not within its control, and which by the exercise of reasonable diligence it is unable to prevent, whether or the class of causes hereinabove enumerated or not. This clause shall not apply to the payment of any sums due under this Agreement by either party to the other.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Company Name \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Financial Institution

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Schedule A: Authorized Cash Management Services, Fee Disclosures and Origination Limits**

This schedule will define the company's allowed transactions using the financial institution's Internet Banking system to originate, create and/or deliver PPD or CCD NACHA-formatted files for further processing in accordance with the attached agreement. All entries shall be conducted via the financial institution's Internet Banking system in accordance with the instructions provided by either the system or institution representatives. The allowed services granted to the company may consist of multiple features such as web-enabled data entry screens, file transfers and uploads. This Schedule itemizes the features, fees and maximum dollar limits for each type of origination service.

Company Name: \_\_\_\_\_

Primary Account: \_\_\_\_\_  DDA  Svgs  Loan  Other \_\_\_\_\_

**Cash Management Services Fee Schedule**

Description of Fees	Types	Fee Amount
Charge All Fees to	<input type="checkbox"/> DDA <input type="checkbox"/> Savings	Account #
Monthly Base Fee	Flat Fee	Amount \$ 25.00
Payroll Item	Per transaction	Amount \$ 0.15
Tax Item	Per transaction	Amount \$ 0.15
Wire Item (non-repetitive)	Per transaction	Amount \$ 20.00
Wire Item (repetitive)	Per transaction	Amount \$ 10.00
ACH Item	Per transaction	Amount \$ 0.15
Positive Pay	See Positive Pay Addendum	

**Bill Payment Service Fee Schedule**

Bill Payment Fee Setting	Type of Payment	Base Fee	Number Free
Default	Any	0.00	All

**Authorized Cash Management Services & Origination Limits**

Allowed Transactions	Right Granted	Maximum Limit
Pay Bills	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No Limit
ACH Payments	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Limit \$15,000/day
ACH Receipts	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Limit \$15,000/day
Payroll	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Limit \$15,000/day
Collections	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Limit \$15,000/day
Wire Transfers	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> No Limit
Tax Payments	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Limit \$15,000/day
Send Files	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	
Positive Pay	Give Access <input type="checkbox"/> Yes <input type="checkbox"/> No	

**Schedule B: Security Procedures and Transaction Settlement/Delivery Timeframes**

**Security Procedures**

The Financial Institution grants access to the Internet Banking System to perform transactions authorized in Schedule A. The Company agrees to establish prudent security standards and policies that include proper safeguards to protect the confidentiality of all login IDs and passwords that are assigned to the Company for initiating transactions using this system. Any transaction initiated or authorized using a valid combination of a login ID and password will be considered authentic, valid and binding by the Company and Financial Institution. The Financial Institution agrees to provide reasonable assistance to establish login IDs and passwords, training, and support to the Company for properly using the services. If files or entries need to be delivered to the Financial Institution, the information must be delivered to the address below. If the Company suspects or believes any such information has been compromised, it shall immediately contact the Financial Institution at the following address:

Emergency Contact	Aniceto Ron	Title	Internet Banking Administrator
Financial Institution	Lakeside Bank	City/St	Chicago, IL 60608
Street Address	1055 W Roosevelt.	Fax	312.435.9234
Telephone Number	312.435.1617	Email	ibssupport@lakesidebank.com

In the event the Financial Institution needs to contact the Company, the following contact information shall constitute notice if delivered to:

Emergency Contact	_____	Title	_____
Company Name	_____	City/St	_____
Street Address	_____	Fax	_____
Telephone Number	_____	Email	_____

**Transaction Settlement/Delivery Timeframes**

All ACH Credit Entries should be completed/authorized at least one (1) business days prior to the "Effective Date" of the transactions. All ACH Debit Entries should be completed/authorized at least one (1) business days prior to the "Effective Date" of the transactions. If the transactions are not completed/authorized by the required timeframe, the Financial Institution cannot guarantee the transactions will be accepted by ACH processors, or be received/posted on the "Effective Date" by the recipient's financial institution. The Financial Institution may accept these items and they will be forwarded to the ACH processor no later than the Financial Institution's next regularly scheduled delivery time. See

For Settlement/Delivery purposes, a business day is defined as legal banking days where both the Financial Institution and ACH processor is open for business. The end-of-day cutoff time is shown below:

End-of-day Cut-off Time: 2:30 pm Time zone; CST

All ACH Credit originations represent financial obligations for the Company and Financial Institution. The Financial Institution may reject any Entry if Company has failed to comply with its account balance obligations under Section 10 or 11. The balance showing in the Internet Banking system associated with the account designated as the settlement account for the Entries must be sufficient to cover the total originations on the Delivery date as described above. If the settlement account does not have sufficient funds at that time, the Financial Institution may, without any liability, deny, reject or process the Entries. If the entries are processed, the Company is still obligated to pay the Financial Institution for the Entries.

All Wire Transfer activity conducted before the End-of-day Cut-off Time will be processed that same day. Any activity after the End-of-day Cut-off Time will be processed the following business day.

The following chart is provided to highlight various times for the different type of ACH files. Note that all times are in Central Time:

ACH Cutoff Time Chart

File Type	File Needed By	File Posting Date
ACH Debit (receipt)	2:30pm 1 business day before Effective Date	Funds available on Effective Date. Funds posted on Origination Date
ACH Credit (payment)	10:00am 1 business day before Effective Date	Funds available on Effective Date. Funds posted on Origination Date.

**Schedule C: ACH Sample Authorization Agreements**

**AUTHORIZATION AGREEMENT FOR DIRECT PAYMENTS (ACH DEBITS)**

Company Name \_\_\_\_\_ Company ID Number \_\_\_\_\_

I (we) hereby authorize \_\_\_\_\_, hereinafter called COMPANY, to initiate debit entries to my (our)  Checking Account/  Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to debit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name \_\_\_\_\_ Branch \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Routing Number \_\_\_\_\_ Account Number \_\_\_\_\_

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ ID Number \_\_\_\_\_  
Date \_\_\_\_\_ Signature \_\_\_\_\_

NOTE: ALL WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**AUTHORIZATION AGREEMENT FOR DIRECT DEPOSITS (ACH CREDITS)**

Company Name \_\_\_\_\_ Company ID Number \_\_\_\_\_

I (we) hereby authorize \_\_\_\_\_, hereinafter called COMPANY, to initiate credit entries to my (our)  Checking Account/  Savings Account (select one) indicated below at the depository financial institution named below, hereinafter called DEPOSITORY, and to credit the same to such account. I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Depository Name _____	Branch _____
City _____	State _____ Zip _____
Routing Number _____	Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) \_\_\_\_\_ ID Number \_\_\_\_\_

Date \_\_\_\_\_ Signature \_\_\_\_\_

NOTE: ALL WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

**SUPPLEMENT TO WIRE TRANSFER AND  
AUTOMATED CLEARING HOUSE (ACH) ORIGINATION AGREEMENT**  
[INTERNET BANKING SYSTEM] DATED: \_\_\_\_\_

**RE: POSITIVE PAY SERVICES**

This Supplement is dated as of \_\_\_\_\_ and entered into between the undersigned Customer (“Customer”) and Lakeside Bank (“Bank”) as a supplement to the Wire Transfer and ACH Origination Agreement identified above (the “Agreement”). This Supplement is part of the Agreement and is subject to all of the terms and provisions thereof, and all references to the Agreement will include this Supplement. All capitalized terms used herein without definition shall have the same meanings ascribed thereto in the Agreement.

Customer hereby engages the Bank to provide Positive Pay Services (the “Services”) selected by the Customer on the set up forms (the “Set-Up Forms”), as such Services are more specifically described in this Supplement and any provided User Guide for the Services. The Services may include “Next Day Positive Pay” as more specifically described herein. For purposes of this Supplement, a “banking day” means any day, other than a Saturday or Sunday, on which the Bank is not required or authorized to close.

**1. Next Day Positive Pay Service.**

On each day Customer issues checks, Customer will electronically transmit to Bank as issue file which includes the check number, dollar amount and issued date (the “Information”) for each check issued by Customer against an account maintained by Customer with Bank which is subject to the service (each an “Account”). The issue file must be transmitted to Bank immediately following Customer’s issuance of the corresponding checks but, in any event, not later than 2:30 p.m. Chicago time. An issue file received after this time will be regarded as transmitted the next banking day.

- A. As the checks are presented to the Bank through regular banking channels and provisionally paid, Bank’s account reconciliation system will compare the Information (data from issue files previously transmitted by Customer) to the check number and dollar amount of the checks presented to the Bank and provisionally paid. If the Information matches the check number and dollar amount of a provisionally paid check, then the check will remain paid without verification of any other aspect of the check, in accordance with the Bank’s standard procedures for processing checks subject to the Next Day Positive Pay Service. Customer and the Bank acknowledge and agree that verifying only the Information prior to payment of a check is commercially reasonable. The comparison performed by the Bank’s account reconciliation system on each banking day will be performed with respect to checks presented for payment the previous banking day.

On each banking day, the Bank will generate exception reports (the “Reports”) of: (1) checks provisionally paid for which the Bank does not have Information; (2) checks provisionally paid where the Bank has, in the previous twelve months, paid a check with the same check number; and (3) checks provisionally paid where the Information does not match the corresponding information on such checks (either in check number or dollar amount or without a check number).

By 9:30 a.m. Chicago time, the Reports will be made available to Customers through Lakeside eLink, the Bank’s electronic banking connection with its customers. It is the

Customers' sole and exclusive responsibility to conscientiously and promptly check the Reports on the Lakeside eLink. The Bank must receive from Customer by 2:30 p.m. Chicago time on the same day the Reports have been made available a written response ("the Response Report") indicating the checks which the Customer wants the Bank to return unpaid; all other checks will be returned and credited back to the Account on which they are drawn. If the Bank does not receive a timely Response Report, for any reason, including but not limited to a failure within the Service outlined above, or due to any force majeure, then all checks described in the Reports will be returned.

2. **Responsibility for Payment**

Customer hereby assumes the sole responsibility for determining if checks presented for payment from the Accounts are authorized to be paid from such Accounts.

3. **Lakeside eLink.**

Instructions received by the Bank to return checks or to allow checks to remain paid (whether received in a Response Report or otherwise) which purport to have been transmitted or authorized by the Customer, will be deemed effective as the Customer's instructions for those items. If Lakeside eLink is not available or otherwise operational, then the Customer may fax the Response Report to the Bank and the Bank is entitled to rely on such faxed Response Report if the Bank accepts it in good faith, even if such faxed Response Report was unauthorized. Customer will ensure that only its authorized representatives will fax Response reports to the Bank and the Bank shall not be responsible or incur any liability in connection with acting on any unauthorized Response Reports.

4. **Limitation on Liability and Indemnification.**

In addition to the limits on liability otherwise set forth in the Agreement, in no event shall the Bank be liable hereunder for any loss, damage, claims or other liability relating to wrongful dishonor or to Bank's or Customer's actions with respect to payment or return of any check in accordance with the terms of this Agreement. The Customer hereby agrees to indemnify and hold the Bank harmless from and against any and all claims of third parties, loss or damage of any nature whatsoever (including, but not limited to, attorney's fees and court costs) arising directly or indirectly from the Customer's use of the Services, the bank's actions under this Agreement or any other matters related to this Agreement, including the payment or return of any check under or in accordance with the terms of this Agreement, provided, however, that the Customer shall not be obligated to indemnify the Bank for loss or damage attributable to Bank's negligence or willful misconduct. This indemnity will survive the termination of this Agreement.

5. **Fees.**

The applicable fees for the Services are set forth on Schedule A attached hereto and made a part hereof. The Bank reserves the right to modify these fees at anytime on thirty (30) days



prior written notice to the Customer. Fees not quoted for Services rendered will be billed at the then current charge imposed by the Bank for such Services.

In Witness Whereof the parties affix their signatures hereto.

\_\_\_\_\_  
Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Lakeside Bank

\_\_\_\_\_  
Approving Officer

\_\_\_\_\_  
Date

Schedule A

Positive Pay Pricing

Standard Positive Pay Monthly Fee per Account per Month: (includes up to 1000 items per month)	75.00
Per Item Charge Over 1000 Items	0.05
Positive Pay Returned Item Fee	5.00
One Time Setup Fee	100.00