

FIRST BANK CHICAGO
SUMMARY OF CHANGES IN TERMS TO
TREASURY MANAGEMENT SERVICES AGREEMENTS

We recently updated the terms of the First Bank Chicago (“*Bank*”) Treasury Management Services Agreements and are providing the Summary of Changes in Terms (“*Summary*”) about the updates. This Summary does not cover all the updates and reading this summary is not a substitute for reading the modified Treasury Management Services Agreement. This Summary is intended for your use only and is not to be shared or otherwise distributed. These changes become effective to your Services Agreement with the Bank as of November 14, 2022.

- Definitions (page 4): Modified definition of “Commercial Online Banking” to “Commercial Online Banking means any of the Bank’s Websites, Online Banking Services, Online Banking System, Mobile App (as each term is defined) or other online or electronic method for accessing any of the Services as offered by Bank from time to time”.
- Authorizations (Page 8): Section d, #1, added “Bank may rely on the Request or Implementation Forms to be a true and correct representation of the Client’s authorizations”.
- Security Procedures for Use of Service (page 9): Section a, Added “Unless stated otherwise in the Implementation Forms of the Security Procedures Guide, Customer agrees that failure by Bank to use or comply with and Security Procedure shall not excuse Client from its obligation to pay bank the amount of any Payment Order made or authorized by the Client or for which Client is otherwise liable”; (ii) section c, new section “Transaction Monitoring” ; (iii) section d, new section “Access Through Third-Party Vendor”.
- Commercial Online Banking Services, Transfers and Payments (page 21): Added language informing Clients that Commercial Online Banking may contain links to third parties (“Linked Sites”) for which the Bank does not endorse or assume responsibility.
- Processing and Settlement by the Bank (Page 26): Section e, new section has been added to indicate the Bank may allow for the origination of International ACH Transactions (IAT), if allowed the Client is responsible for knowing, understanding, and adhering to rules, regulations, and laws as applicable of receiving countries. For each entry Client represents and warrants they are in compliance with all applicable laws for the receiving country, additionally the Client indemnifies the bank for any fines or penalties.
- Handling of Items Which are not Deposited and Other Documents (Page32): Section b, Terms have been updated to state “Foreign Items are Items drawn on a financial institution outside the US Federal Reserve System or otherwise payable in foreign currency”.
- Payment and Dishonor of Exception Items (Page 33): Section d, Cutoff time has been modified to 1PM CST.
- Payment and Dishonor of Exception Items (Page 34): Section d, Cutoff time has been modified to 1PM CST.
- Remote Deposit Capture (Page 35): Section 1, “Client acknowledges and agrees that its use of the Remote Deposit Capture Service is subject to the Security Procedures requirements and terms of the General Provision, Security Procedures Guide, and any applicable Implementation Form”.

Please contact your Relationship Manager or Treasury Management Operations at tmanagement@firstbankchicago.com or 1-847-897-7600 if you have any questions about these or any other terms in your Agreement. Thank you for continuing to bank with First Bank Chicago.