

EMPLOYER PARTICIPATION AGREEMENT

THIS EMPLOYER PARTICIPATION AGREEMENT (this "Agreement") is made and entered into as of the ____ day of _____, ____ between WEST SUBURBAN BANK, an Illinois banking corporation (the "Bank"), and _____ "Employer."

RECITALS:

A. The Bank has developed and offers a payroll card program involving reloadable stored value cards through which employers receive payroll services and participating employees receive payroll cards issued by the Bank (the "Program").

B. The Employer has agreed to participate in the Program and facilitate the payment of wages to certain of its employees who elect to have all or part of their wages loaded on cards ("Participating Employees").

C. The Bank and Employer seek to establish their respective rights and responsibilities as to the Program and as to the verification of the identification of Participating Employees.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

AGREEMENT:

1. Payroll Card Program Definitions. For the purposes of this Agreement, the term "Card" shall mean a stored value card bearing a card-related account number. Cards may be: (i) branded, in which event they will display the logo of Visa® or MasterCard® and the networks that accept the Card for cash access or as a payment device or (ii) unbranded. "Cardholder" means a Participating Employee who has been issued a Card and accepted the terms of the Cardholder Agreement. "Cardholder Agreement" shall mean the agreement containing the terms and conditions of use between the Bank and Cardholders as may be amended, restated, revised, supplemented or otherwise modified by the Bank from time to time.

2. Obligations of the Bank. In connection with Employer's participation in the Program, the Bank shall undertake the following:

(a) The Bank shall prepare Cards to be loaded with agreed upon amounts representing wages paid by Employer and provide the Cards to Participating Employees. The use of the Cards shall conform to the Cardholder Agreement.

(b) The Bank shall make funds available to Cardholders and process, or arrange for the processing of, transactions ("Program Transactions") in accordance with this Agreement and the Cardholder Agreement. The Bank shall provide regular, periodic statements to each Cardholder electronically as long as there are funds on the Card.

(c) The Bank shall provide Employer with access to periodic reports of Program Transactions via Bank's website or by such method as shall be determined by the Bank in its sole discretion.

3. Obligations, Representations and Warranties of Employer. In connection with Employer's participation in the Program, Employer undertakes, represents and warrants as follows:

(a) Employer has taken all steps required by law to verify the identification of its employees at the time of their employment and has on file a completed Form I-9 for each Participating Employee. Employer understands that the Bank is relying on the I-9 verification procedures of Employer as to the obligation of Bank to verify the identification of Participating Employees under the provisions of the U.S.A Patriot Act.

(b) Employer will provide a list of all Participating Employees to the Bank at the time employees apply enroll in the Program in order for the Bank to check the names against required lists, and Employer shall notify the Bank of the termination of the employment relationship between any Participating Employee and Employer

(c) Employer will timely furnish to the Bank any and all information and materials, including copies of I-9 information or identifying information supplied during the employment process, such as driver's license numbers, that the Bank may, from time to time, reasonably request. Employer shall take such action as the Bank may, from time to time, reasonably request in order to further the purposes of this Agreement and to ensure that all matters contemplated hereby will comply with all applicable statutory, regulatory, or other legal requirements.

(d) Employer shall be solely responsible for the quality, accuracy and adequacy of all information supplied to the Bank hereunder, and Employer shall establish and maintain adequate audit controls to monitor the quality and delivery of such data.

(e) Employer shall be solely responsible for all recordkeeping as may be required of it under any federal, state, or local laws and regulations. The Bank shall not be obligated to retain any records of services performed in connection with the Program for a period beyond the Bank's internal record retention policies or the record retention policies of any third party service provider after delivery of the records to Employer.

4. Indemnification. Employer shall indemnify, defend and hold the Bank harmless against contingent liabilities, claims, losses, or expenses, including reasonable attorneys' fees, arising from the any act or omission by Employer, its agents or independent contractors in connection with the performance of duties and responsibilities undertaken pursuant to this Agreement.

5. Notices. All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein and shall be effective on the earlier of the date on which such notice is actually received by the party to which addressed or three days after such notice has been deposited in the United States mail postage prepaid. All notices shall be sent to the address set forth below or such other address as specified in a written form from one party to the other.

To the Bank: West Suburban Bank
701-711 S. Meyers Road
Lombard, Illinois 60148
Attn: Daniel P. Grotto

To Employer: _____

Attn: _____

6. Confidentiality.

(a) In order to implement this Agreement, the Bank and Employer may receive and have access to information belonging to the other party that constitutes Confidential Information (as defined below). Any disclosure of Confidential Information by one party to the other, as well as any subsequent use and redisclosure, of Confidential Information shall only be made in conformance with applicable law and the respective privacy policies of the Bank and Employer.

(b) When used in this Agreement: (i) the term "Confidential Information" shall mean all Customer Information (as defined below), and all data, trade secrets, business information and other information of any kind whatsoever which (x) has been disclosed to any party, or to which another party has access, in connection with the negotiation and performance of this Agreement, and (y) has been designated by the party providing the information as "Confidential Information"; and (ii) the term "Customer Information" shall mean all information about persons who have an account or other business relationship with the Bank, including Cardholders ("Customers"), which may be provided from time to time by the Bank to Employer in connection with the performance of Employer's duties hereunder, including without limitation, the name, address, telephone number, and social security number of any Customer, as well as any information regarding Customers collected by Employer that will be made available to the Bank.

(c) Each of the parties on behalf of itself and its employees, officers, directors, affiliates and agents, hereby agrees that Confidential Information made available to it will not be disclosed or made available to any third party, agent or employee for any reason whatsoever, other than with respect to: (i) its employees on a "need to know" basis; (ii) affiliates on a "need to know" basis, provided that they are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section; (iii) service providers in the ordinary course of business, provided that such parties are subject to a confidentiality agreement which shall be no less restrictive than the provisions of this Section to maintain the confidentiality of the Confidential Information; and (iv) as required by law or as otherwise permitted by this Agreement, either during the term of this Agreement or after the termination of this Agreement, provided that, prior to any disclosure of any party's Confidential Information as required by law, the party subject to the requirement shall (i) notify the other parties of all, if any, actual or threatened legal compulsion of disclosure, and any actual legal obligation of disclosure immediately upon becoming so obligated, and (ii) cooperate with the other parties' reasonable, lawful efforts to resist, limit or delay disclosure.

(d) Each of the parties will take all reasonable and appropriate action to hold the Confidential Information in confidence and to safeguard such Confidential Information from disclosure to a third party, except as permitted hereby, and will use the same standard of care as such party would use to protect its own similar confidential information, which shall be no less than reasonable care. In addition, each of the parties undertakes to implement such other measures as may be necessary or desirable in order to meet the objectives of the Inter-agency Guidelines Establishing Standards for Safeguarding Customer Information prescribed by Sections 501 and 505(b) of the Gramm-Leach-Bliley Act of 1999.

(e) Confidential Information may not be used by either party except for the purposes of this Agreement. Nothing in this Section 6 shall prohibit or limit any party's use of information or data (i) that can be demonstrated to have been pre-

viously known to it, other than through its relationship with the other party without a confidentiality restriction on the use of such information; (ii) independently developed by it, as established by written evidence; (iii) rightfully acquired by it from a third party with full legal right to disclose such information; (iv) disclosed without similar restrictions by the party that disclosed such Confidential Information pursuant to this Agreement to a third party; (v) approved for disclosure by the affected party pursuant to this Agreement; or (vi) which becomes part of the public domain through no breach of this Agreement.

(f) Upon the termination of this Agreement, or at any time upon the request of the other party, each party shall return all Confidential Information in the possession of such party or in the possession of a third party (over which such party has or may exercise control).

(g) In the event of any breach of the obligations under this Section 6, each party acknowledges that the other party would have no adequate remedy at law, since the harm caused by such a breach would not be easily measured and compensated for in damages, and that in addition to such other remedies as may be available to the other party, the other party may obtain injunctive relief including, but not limited to, specific performance.

7. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS (AND NOT THE LAW OF CONFLICTS) OF THE STATE OF ILLINOIS.

8. Term; Termination.

(a) The term of this Agreement shall commence on the date hereof and shall continue until terminated by either party in writing upon 30 days notice.

(b) In the event that this Agreement is terminated for any reason, Employer shall immediately return to the Bank all Cards, equipment which may be leased from the Bank and all other Program related materials. Sections 4 and 6 shall survive any termination of this Agreement.

IN WITNESS WHEREOF, the Bank and Employer have caused this Agreement to be signed as of the day and year first written above, and to be made and to be effective as of the date first written above.

EMPLOYER _____
By: _____
Name: _____
Its: _____

WEST SUBURBAN BANK

By: _____
Name: Daniel P. Grotto
Its: Senior Vice President

EMPLOYER APPLICATION

EMPLOYER INFORMATION

Legal Name _____ Doing Business As (dba) _____

Contact Name _____ Federal Tax ID No. _____

Business Address: City _____ State _____ ZIP _____

Mailing Address: City _____ State _____ ZIP _____

E-Mail Address _____ Phone Number _____ Ext. _____

FAX Number _____ Business License _____ Years in Business _____

Form of Organization: Corporation _____ Sole Proprietorship _____ Partnership _____ Other _____

Limited Liability Company _____ Limited Partnership _____

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Business Type: (describe) _____

BANKING INFORMATION

Employer currently banks with (name of bank) _____

Contact at bank _____ Phone _____

OWNERSHIP INFORMATION

	Owners Names (first, middle, last)	% Ownership	Social Security Number
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____