
BUSINESS ACCOUNT AGREEMENT AND DISCLOSURE

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First Midwest Bank

A division of  **OLD NATIONAL BANK**

BUSINESS ACCOUNT AGREEMENT AND DISCLOSURE

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INFORMATION ABOUT YOUR BUSINESS DEPOSIT ACCOUNTS

Welcome and Thank You for Choosing First Midwest Bank This Document Is Important - Please Read It and Keep It

Thank you for choosing First Midwest Bank to serve your financial needs. This Business Account Agreement and Disclosure describes many important features and terms of our business purpose deposit Accounts. It also governs your ATM or debit Card with us. The Business Account Agreement and Disclosure, signature card, deposit rate sheet, Account pricing and fee schedule, Account description or disclosure documents, and any other Account opening documents or disclosures, together, create the contract that governs your Account and your deposit relationship with First Midwest Bank (collectively, the "Agreement"). This Agreement replaces all previous Business Account Agreements and Disclosures. We recommend that you retain this Agreement for future reference. If you use other First Midwest Bank services related to your Account, those services will be governed by the terms and conditions provided to you when you enroll in those services and by this Agreement. The provisions of this Agreement are in addition to, and not in place of, any separate agreement between us and you covering your use of banking services including any Treasury Management Services Agreement or Loan Agreement. If another agreement conflicts with this Agreement, then the more specific terms will govern. If there is a conflict between this Agreement and something said by one of our employees or in any marketing material, this Agreement will govern.

In this Agreement, the words "you" and "your" mean the sole proprietorship or other legal entity that owns the Account or anyone authorized to use the Account. The words "we", "us", "our" and "Bank" mean First Midwest Bank. By submitting an Account application, executing a signature card or using any of our deposit Account services (including electronic submission, execution, and use), you agree to be bound by this Agreement. We agree to follow this Agreement too. Be sure that you and your authorized representatives understand this Agreement for each of your Accounts.

The Sections of the Agreement and What They Cover

Section 1 includes the meanings that apply to certain capitalized terms used in the Agreement.

Section 2 includes a disclosure of specific terms for each Account that First Midwest Bank offers. Be sure that you understand all of the information for each of your Accounts.

Section 3 describes general terms and conditions that apply to all of your Accounts.

Section 4 includes information regarding your Account set up, management, and ownership.

Section 5 provides information regarding your ability to deposit and withdraw funds from your Account.

Section 6 describes terms and conditions for wire transfers.

Section 7 provides information on electronic funds transfer services including use of Bank-Line, Online Banking, and other ways to transfer funds electronically to and from your Account.

Section 8 contains terms governing your Cards.

Section 9 contains information about when funds deposited to your Account become available for you to use.

ARBITRATION DISCLOSURE: Section 10 contains the Arbitration Agreement between you and the Bank, in which both you and the Bank agree that any dispute between us under this Agreement or related to your Account or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court.

SECTION 1: DEFINITIONS

Words to Be Familiar With

Certain words in this Agreement have specific defined meanings and are capitalized when they are used.

Account

Any deposit account you have with us for business purposes that is governed by this Agreement, including all checking Accounts, savings Accounts and money market Accounts.

Analysis Period

The period in which the Account pays interest and/or charges any maintenance fees that apply to the Account. Typically, the Analysis Period matches the period covered by a statement for the Account; however, in certain circumstances, this period may vary.

Applicable Law

The laws, rules and regulations that apply to your Account.

ATM

An automated teller machine terminal that accepts a Card to perform transactions regarding your Account.

Available Balance

The amount of money you have in your Account that is available for you to use, which is updated throughout the Business Day. For more information please see Section 5 under the heading "Processing Order; Overdrafts/Returned Items; Fees" and Section 9, "Funds Availability Policy."

Average Collected Balance

The amount calculated by adding the Collected Balance in the Account for each calendar day of the statement period and dividing that figure by the total number of calendar days in the statement period.

Average Investable Balance

The amount computed by subtracting reserve requirements and uncollected funds, sometimes called float, from the Average Ledger Balance on the Account during the applicable Analysis Period. Uncollected funds are most easily described as funds deposited that are made by a check or a similar instrument drawn on another bank. These funds are considered uncollected until payment is received from the bank on which the check is drawn.

Average Ledger Balance

The amount calculated by adding the Ledger Balance in the Account for each calendar day of the statement period and dividing that figure by the total number of calendar days in the statement period.

Business Day

Every day is a business day except Saturday, Sunday and federal holidays.

Card

This includes every type of non-consumer debit card and ATM card issued by the Bank.

Collected Balance

The balance that reflects deposits you have made for which we have actually received credit. For example, when we collect the funds from checks you deposit that are drawn on another bank, your Collected Balance will increase.

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SECTION 1: DEFINITIONS (continued)

Compensating Balance

The balance required to offset the cost of services provided by us or the balance contractually agreed upon in the lending situation.

Current Balance

This is determined by taking the Ledger Balance of your Account and adding all deposits made during the Business Day and subtracting certain Items we pay during the Business Day. The Current Balance is not affected by any Holds you may have on your Account. The Current Balance is updated throughout the Business Day.

Earnings Credit

The amount calculated using the Average Investable Balance in your Account and applying our then current Earnings Credit rate. This amount offsets against most standard service charges for Bank services used during the Analysis Period. If such charges are greater than the Earnings Credit, a net service charge is assessed. Please review the Account pricing and fee schedule provided to you when you opened your Account or contact your Relationship Manager for more information.

Hold

When funds are present in your Account but not available for withdrawal. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold. For more information about some of the situations where funds may be subject to a Hold, please see Section 3 under the heading, "Legal Proceedings," Section 5 under the heading "Processing Order; Overdrafts/Returned Items; Fees," Section 8 under the heading "How We Handle Authorization Holds," and Section 9, "Funds Availability Policy."

Item

An item is an order, instruction, or authorization to withdraw or pay funds from an Account. Examples may include checks, drafts, in-person withdrawals or transfers, fees, service charges, Card transactions including purchases, preauthorized electronic funds transfers, digital debit Card payments, ATM withdrawals, Automated Clearing House ("ACH") entries, telephone transfers, automatic loan payments, and Online Banking and Mobile Banking transactions, including funds transfers and bill payments.

Ledger Balance

This is the balance in your Account as determined at the end of each Business Day after adding all credits and subtracting all debits posted to your Account that day. The Ledger Balance is different than the Available Balance in your Account.

Overdraft

An Overdraft is a negative Available Balance in your Account. An Overdraft occurs when your Available Balance is not enough to cover an Item presented against your Account, but we pay it anyway.

Returned Item

A check, electronic payment or other Item that is returned unpaid by the Bank because the Available Balance in your Account is less than the amount of the Item.

SECTION 2: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS

First Midwest Bank Accounts are described below and categorized as checking Accounts, checking with interest Accounts, savings Accounts and money market Accounts. You may request a Card for use with certain Accounts. Please refer to Section 8 of this Agreement for information on use of your Card. Except as noted otherwise for an Account type below, on Accounts that earn interest, interest accrues daily based upon the daily Collected Balance in the Account and the number of calendar days in the year, and is credited to your Account monthly. For tiered rate Accounts, when your daily Collected Balance is within a particular tier range, interest will accrue daily at the interest rate and annual percentage yield (“APY”) that corresponds to that tier on the entire daily Collected Balance in your Account, and will be credited to the Account monthly. Your daily Collected Balance must be at least the lowest amount in a tier range to obtain the interest rate and APY for that tier. Unless we have agreed in writing with you otherwise, interest rates are subject to change at our discretion and we may change the interest rate daily. Except as noted otherwise for an Account type below, each Account will be provided periodic statements that will list all debit and credit transactions for the applicable Analysis Period, month or statement period.

The Average Investable Balance on deposit in a checking Account will generate an Earnings Credit that is used to offset most standard service charges. Service charges will be assessed if the Earnings Credit for an Analysis Period is less than the aggregate standard service charges for such period, excluding standard service charges not subject to Earnings Credit analysis. Essential Business Checking Account, Essential Business Checking Plus Account, Essential Business Checking Deluxe Account, Checking With Interest Accounts, Healthcare Checking Account, Healthcare Checking Plus Account, Healthcare Checking Platinum Account, Healthcare Checking Sub Account, savings Accounts and money market Accounts are not eligible for an Earnings Credit.

Please contact your Relationship Manager or refer to the deposit rate sheet and the pricing and fee schedule provided to you at Account opening for fee and interest rate information, as well as transaction limitations that may apply to your Account.

ABL Commercial Checking Account

A basic cash management Account, the ABL Commercial Checking Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciaries that is being managed in the Asset Based Lending group.

Business Checking Account

A basic cash management Account, the Business Checking Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to certain business, organization, association, sole proprietor, trust or other fiduciaries.

Business Checking with Interest Account

This interest-bearing checking Account is available for any sole proprietorship, not-for-profit organization or association, trusts or other fiduciaries, such as escrow and public entities. If the Ledger Balance falls below the minimum Average Ledger Balance requirement any calendar day of the Analysis Period, a fee is assessed.

Business Savings Account

This Account is available to any business, organization, association, sole proprietor, trust or other fiduciaries. A maintenance fee is assessed if the Ledger Balance falls below the minimum Average Ledger Balance requirement any calendar day of the Analysis Period. Unlimited deposits may be made over the teller line or in the night depository.

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SECTION 2: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS (continued)

Certificates of Deposit

Certificates of Deposit (“CDs”) are designed for clients that want to put excess funds to work to earn interest. CDs offer fixed rates over a specified term, generally from thirty (30) calendar days to five (5) years. APYs typically increase with the length of the term. CDs are investments for those businesses that do not need liquidity and they can be matched to specific short- and medium- term savings goals. Penalties are imposed for early withdrawal of funds from a CD.

Commercial Checking Account

A basic cash management Account, the Commercial Checking Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to certain business, organization, association, sole proprietor, trust or other fiduciaries.

Commercial Interest Checking Account

This Account is an interest-bearing checking Account for business clients and is available to any business, organization, association, sole proprietor, trust or other fiduciaries. Public entities are not eligible for this Account.

Essential Business Checking Account

The Essential Business Checking Account is designed for small business clients that make a small number of transactions per Analysis Period. There is a minimum Average Collected Balance required for Essential Business Checking Accounts to avoid a maintenance fee. The Essential Business Checking Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count.

Essential Business Checking Deluxe Account

The Essential Business Checking Deluxe Account is a specialized checking Account, specifically tailored to the needs of small to midsized businesses, and is also part of the Essential Business Checking Deluxe package discount. There is a minimum Average Collected Balance in combined business deposit Accounts of \$75,000 required for the Essential Business Checking Deluxe Account to avoid a maintenance fee. The Essential Business Checking Deluxe Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count.

Essential Business Checking Plus Account

This is the first level of Account included in the Essential Business Checking Plus package discount. The Essential Business Checking Plus Account is designed for the growing small business that also needs cash flow services to handle their day-to-day activities. There is a minimum Average Collected Balance required for the Essential Business Checking Plus Account to avoid a maintenance fee. The Essential Business Checking Account Plus also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count.

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SECTION 2: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS (continued)

Essential Business Checking Plus and Essential Business Checking Deluxe Package Discount

A specialized set of products and services designed for the busy small business owner. This package discount offers a \$10 credit per month applied to maintenance and transaction fees when a business implements two or more of the qualified services. Qualified services include wire transfer online module, ACH online module, ACH Positive Pay and Positive Pay. Separate service and transaction fees apply for these qualified services.

Healthcare Checking Account

This Healthcare Checking Account is designed for healthcare businesses that have a small number of transactions per Analysis Period. There is a minimum Average Collected Balance required for the Healthcare Checking Account to avoid a maintenance fee. The Healthcare Checking Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. There is also discount pricing for businesses that utilize the ACH online module and/or Remote Deposit Capture.

Healthcare Checking Platinum Account

The Healthcare Checking Platinum Account is designed for healthcare businesses that have a medium to high number of transactions per Analysis Period. There is a minimum Average Collected Balance required for the Healthcare Checking Platinum Account to avoid a maintenance fee. The Healthcare Checking Platinum Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. There is also discount pricing for businesses that utilize the ACH online module and/or Remote Deposit Capture.

Healthcare Checking Plus Account

The Healthcare Checking Plus Account is designed for healthcare businesses that have a small to medium number of transactions per Analysis Period. There is a minimum Average Collected Balance required for Healthcare Checking Plus Account to avoid a maintenance fee. The Healthcare Checking Plus Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. There is also discount pricing for businesses that utilize the ACH online module and/or Remote Deposit Capture.

Healthcare Checking Sub Account

The Healthcare Checking Sub Account is designed as an additional business checking Account related to the Healthcare Checking Account, Healthcare Checking Plus Account or Healthcare Checking Platinum Account of the business. If the related Account is closed the Healthcare Checking Sub Account will also be closed. The Healthcare Checking Sub Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A per Item transaction fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count.

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SECTION 2: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS (continued)

Money Service Business Account

A basic cash management Account, the Money Service Business Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to any money service business.

Not-For-Profit Checking Account

This Account is designed for not-for-profit organizations. It is ideal for organizations that collect contributions and have low transaction activity. If the Ledger Balance in this Account falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed.

Not-For-Profit Checking With Interest Account

This interest-bearing checking Account is designed for small not-for-profit organizations. If the Ledger Balance in the Account falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed.

Not-For-Profit Money Market Account

This Account is designed for not-for-profit organizations that want to put excess funds to work to earn interest. If the Ledger Balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed. The Not-For-Profit Money Market Account can be accessed by using personalized checks, withdrawal slips, telephone transfers or other means.

Not-For-Profit Savings Account

This is an interest-bearing savings Account designed for not-for-profit organizations. If the Ledger Balance in this Account falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed. Interest accrues to your Account daily based upon the Daily Collected Balance in the Account and the number of calendar days in the year, and is credited to your Account quarterly.

Premier Business Money Market Account

This Account is designed for business owners that want to put excess funds to work to earn interest. If the Ledger Balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed.

Public Checking Account

A basic cash management Account, the Public Checking Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to any public entity.

Public Checking With Interest Account

This interest-bearing checking Account is designed for public entities. If the Ledger Balance in the Account falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed.

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SECTION 2: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS (continued)

Public Money Market Account

This Account is designed for public entities that want to put excess funds to work to earn interest. If the Ledger Balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed. The Public Money Market Account can be accessed by using personalized checks, withdrawal slips, telephone transfers or other means.

Public Savings Account

This is an interest-bearing savings Account designed for public entities. If the Ledger Balance in this Account falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a maintenance fee is assessed.

Solutions Business Money Market Account

This Account is designed for business owners that want to put excess funds to work to earn interest. If the Collected Balance falls below the minimum Average Collected Balance requirement any day of the Analysis Period, a fee will be assessed. The Account can be accessed by using personalized checks, withdrawal slips, telephone transfers or other means.

Sweep Checking Account

This Account offers an integrated approach for any business client that wants to maximize profitability by automatically transferring collected funds that are in excess of a predetermined threshold (established by you and the Bank) from a non-interest-bearing checking Account to an interest-bearing Account at the end of each Business Day. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciaries. Public entities are not eligible for this product. At the end of each Business Day, (i) any collected funds in the non-interest-bearing Account in excess of the predetermined threshold will be automatically transferred to the interest-bearing Account or (ii) if collected funds in the non-interest-bearing Account are less than the predetermined threshold, funds in the interest-bearing Account (if available) will be automatically transferred to the non-interest-bearing Account to the extent necessary to bring the Collected Balance in the non-interest-bearing Account up to the predetermined threshold. Funds in the interest-bearing Account may only be accessed through automatic transfers to the non-interest-bearing Account.

Treasury Management Services

First Midwest Bank has a wide variety of corporate Treasury Management services that are individually designed to meet your needs. Please ask your Relationship Manager and/or Treasury Management Representative about Treasury Management services and applicable service charges. A separate agreement applies to the Treasury Management services.

SECTION 3: GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS

Applicable Law and Rules Governing Your Account

First Midwest Bank is an Illinois state bank with its main office located in Illinois. To the extent allowed by Applicable Law, all actions relating to your Account, including this Agreement, will be governed by federal laws and regulations and the laws of the State of Illinois. When federal or Illinois law cannot apply, the laws of the state where your Account is maintained will govern. Your Account is generally maintained in the state of the branch location where we opened your Account, although we may transfer your Account to another branch location in the same state or in a different state. If you opened an Account online or through other

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SECTION 3:

GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS (continued)

remote means, the Account is maintained in the state of the Bank branch location nearest your address on file with us. Your Account is also subject to the Uniform Commercial Code and applicable Operating Rules (defined in Section 7 below), including the rules and procedures of the Board of Governors of the Federal Reserve System, all of which are included in the definition of "Applicable Law."

Fee Schedules and Disclosures

Your Account is subject to the fees described in the pricing and fee schedule provided to you at Account opening. You agree to pay for all fees applicable to your Account and your deposit relationship with us. We may deduct these fees from your Account, even if that makes your balance negative. The fees and pricing information in the pricing and fee schedule is subject to change at any time. You may request a copy of the pricing and fee schedule at any time from your Relationship Manager, by calling our Customer Care Center at 800.322.3623 or by writing to First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431.

Changes to the Agreement

Accounts or services can change over time, and we reserve the right to discontinue or make changes to Accounts or services. If we make changes to this Agreement, we will provide you notice as required by Applicable Law. If you keep the Account open after the effective date of any changes, you will be deemed to have agreed to the changes.

Communication with You; Electronic Communications

To improve client service and security, you agree that telephone calls and other electronic communications that we have with you may be monitored and/or recorded. You also give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls and text messages to any telephone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones that could result in usage charges to you. You also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. If you give us an email address, you also consent to our contacting you by email. You may contact us at any time to update your contact information. To the extent permitted by Applicable Law, we may deliver communications by electronic means if you have agreed to electronic notices, rather than by mail or other means.

Restricting Your Account; Blocking or Delaying Transactions

You agree that we may limit access to your Account; decline or prevent any or all transactions to or from your Account; refuse, freeze, reverse, Hold, or delay any specific withdrawal, payment or transfer of funds to or from your Account; remove funds from your Account to hold them pending investigation; or close your Account, in order to protect you or us or to comply with Applicable Law, including when:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction;
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying, in our sole judgment, with any Applicable Law or with our policies adopted to assure that we comply with Applicable Law; or
- We reasonably believe that doing so is necessary to avoid Losses or reduce risk to us.

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SECTION 3:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS** (continued)

We can close your Account and assign and transfer your Account information to a replacement Account number in our sole discretion, including when your Account is reported compromised by you or any other owner or authorized representative. If we issue you a replacement Account number, this Agreement will continue to apply to that Account.

You agree that we will have no liability for any action we take hereunder and we may take such action without prior notice except where prohibited by Applicable Law. This paragraph and the actions authorized hereunder shall not be construed as obligating us to conduct transaction monitoring or otherwise detect fraudulent activity with respect to your Account.

Indemnity

You agree to indemnify us and hold us harmless from any losses, liabilities, claims, costs, damages, or expenses, including reasonable attorneys' fees (collectively, "Losses"), related to your, or your authorized representative's, use or maintenance of an Account or any services provided under this Agreement, including your breach of this Agreement. If you ask us to follow instructions that we believe might expose the Bank to Losses or create unreasonable risk, we may refuse to follow your instructions or may require a bond or other protection from you. You agree to reimburse and indemnify the Bank for any Losses arising from or related to us following your instructions or failing to act on your instructions that we reasonably believe do not comply with customary banking practices, or if your Account becomes involved in legal proceedings or disputes. You agree to reimburse and indemnify us for any Losses we may incur with respect to Overdrafts or Returned Items in connection with your Account.

Limitation on Liability

We are not liable for any actions we take based on your instructions. However, we may not follow your instructions and have no liability if we reasonably believe those instructions create liability for the Bank or do not comply with common banking practices or Applicable Law. You agree that we will only be liable to you to the extent we acted with gross negligence or with willful misconduct and those actions resulted in a direct financial loss to you. WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS OR INCOME UNDER THIS ACCOUNT AGREEMENT, EVEN IF WE WERE ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF THOSE DAMAGES OR LOSSES. The Bank's policies and procedures are internal guidelines for our use and do not establish a higher standard of care for the Bank than is otherwise established by this Agreement or Applicable Law. A mere clerical error or an honest mistake will not be considered a failure by the Bank to perform its obligations to you. You agree that the Bank will not be liable to you for any Losses caused by something beyond our reasonable control including a natural disaster, adverse weather conditions, acts of God, acts of terrorism, global pandemic, emergency conditions, a legal constraint or governmental action or inaction, strike or labor stoppage, power failure, the breakdown of any communication or transmission facilities or any suspension or failure of payments by another bank, including a Federal Reserve Bank, including if such events prevent or delay us in performing our obligations hereunder.

Our duty to you hereunder is one of ordinary care. We will be responsible and liable only for direct damages attributable to our failure to exercise ordinary care. If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. We will not be liable to you for any actions taken pursuant to your instructions or for actions authorized or permitted by the terms of this Agreement, even if such actions cause you to incur Losses. To the extent permitted by Applicable Law, we are not liable to you for errors that do not result in financial loss to you.

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SECTION 3:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS** (continued)**Insurance**

You agree to pursue all claims you may have under your insurance coverage before making a claim against us in connection with any claim related to your Account. In such circumstance we will consider your claim only after we have reviewed your insurance company's decision and our liability to you, if any, will be reduced by the amount your insurance company pays you. You agree to provide us with information we reasonably request regarding your insurance including insurance carrier, policy number, policy limits and deductibles.

Compliance with Laws

You agree to comply with all Applicable Laws, including U.S. economic sanctions and regulations issued by the Office of Foreign Assets Control ("OFAC"). You are prohibited from processing any illegal transactions through your Account or your relationship with us, including those prohibited under the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. 5361 et seq. You agree to indemnify us from any Losses we incur due to any U.S. or foreign government entity seizing, freezing, or otherwise asserting or causing us to assert control over any Account or funds in an Account when purportedly caused by your action or inaction.

Legal Proceedings

Should the Bank receive any process, subpoena, summons, order, injunction, execution, distraint, levy, lien or notice that, in the Bank's opinion, affects your Account, your use of the Account may become restricted. The Bank may, without liability, refuse to honor any Item drawn on your Account and may place a Hold on the Account until the proceeding is disposed of to the Bank's satisfaction. Attachments, garnishments, levies and similar orders are subject to the Bank's security interest and right of setoff in the Account and to any fees charged by the Bank for such legal process. Should the Bank be served with a garnishment, levy, or similar order related to your Account, you agree that the Bank's remittance of any amounts pursuant to such order constitutes an authorized withdrawal and the Bank shall not be liable for any damages you incur by reason thereof, provided we acted in good faith. You agree to pay all expenses, including court costs and attorneys' fees, incurred by us due to any legal proceeding or dispute affecting or relating to your Account. We may deduct any such expenses from your Account.

Security Interest and Our Right to Setoff

You grant us a first priority security interest in all of your Accounts for any indebtedness, loans, advances, Overdrafts and any other obligation or liability you owe to us or any of our affiliates, however arising and whether now existing or hereafter created or acquired, whether direct or indirect, primary or secondary, matured or unmatured, and including all costs and expenses including attorneys' fees incurred by us or any of our affiliates related to the foregoing (collectively, "Obligations"). Our security interest will be governed by Article 9 of the Uniform Commercial Code. We may, without prior notice except where prohibited by Applicable Law, charge your Account for any Obligations without going through any legal process. We will not be liable for the dishonor of any Items when the dishonor occurs because our setoff against an Account results in an insufficient Available Balance to pay the Item(s). We may exercise our right of setoff and security interest without recourse to other collateral, if any, and even if such action causes you to lose interest, have transactions drawn on your Account returned, incur an early withdrawal penalty or any other consequence. You agree to hold us harmless from any claim arising from our exercise of our setoff rights.

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SECTION 3:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS** (continued)**Death or Incompetence**

You must notify us immediately if any person permitted to transact on your Account dies or becomes legally incompetent. We may continue to honor checks, Items, and instructions on the Account from such persons until we have knowledge of the death or incompetent status and have a reasonable opportunity to act on that information. In the case of an Account owned by a sole proprietorship, we may place a Hold on the funds in the Account or prohibit further transactions until we receive acceptable documentation of the death or incompetence of the Account owner and who may transact on the Account.

Dormant and Abandoned Accounts

Except where prohibited by Applicable Law, we will consider an Account to be dormant and impose a fee if there has been no credit or debit activity initiated by you for a period of (i) twelve (12) months for checking Accounts (including NOW Accounts), and (ii) thirty-six (36) months for savings and money market Accounts. Preauthorized and automatic recurring deposits or withdrawals are not considered credit or debit activity for purposes of determining whether an Account is dormant if established prior to the applicable dormancy periods. If your Account becomes dormant, we will impose a periodic fee until the Account becomes active (with debit or credit activity initiated by you) or is closed. We reserve the right not to send statements on Accounts we consider dormant. Please review your Account pricing and fee schedule or contact your Relationship Manager for more information on fees.

Each state has laws that govern when deposit accounts are considered abandoned and when we are required to send a depositor's funds to the state as unclaimed property. You agree that your Account will stop earning interest once it is presumed abandoned in accordance with Applicable Law, and we will transfer the Collected Balance of your Account to the state as unclaimed property.

Closing the Account

You can close your Account at any time for any reason by giving us written notice, provided all fees you incurred (i) before your Account was closed, and (ii) while your Account was closed, including closing and collection fees, if applicable, have been paid and all Items have been collected. Please review your Account pricing and fee schedule or contact your Relationship Manager for more information on fees.

We can also close your Account at any time for any reason. We will charge you a fee if your Account is closed within twelve (12) months of being opened. We will also charge you a fee if we choose to close your Account because your Account has a negative Available Balance. When we close your Account, we will send you a notice to the address shown on our records within seven (7) Business Days, along with a check for the Collected Balance, if your Collected Balance is greater than five dollars (\$5.00) after deducting applicable fees. If your Account is closed before interest is credited, you will not receive the accrued interest. Any Items received after your Account is closed will be returned unpaid. Any withdrawal that reduces the balance in an Account to zero may automatically close that Account. We are not liable for any check, withdrawal or other Item presented after an Account is closed. If your Collected Balance is insufficient to pay fees and any other amounts owed to us you will continue to be liable to us for such amounts until paid in full.

We have the right to advise credit bureaus if your Account is closed for misuse. In addition, we reserve the right to change your Account type at any time and will provide prior notice if required by Applicable Law. The provisions of this Agreement, which by their nature are intended to be binding after your Account is closed, shall remain binding between you and us, including but not limited to indemnification obligations and limitations on liability.

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SECTION 3:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS** (continued)**FDIC Insurance Coverage for Accounts**

Products eligible for FDIC insurance coverage include checking, savings, and money market Accounts and CDs. Products not eligible for FDIC insurance coverage include mutual funds, stocks, bonds, repurchase agreements and other investments, and investments purchased through an insured bank. Funds that are swept from an Account that is eligible for insurance into an Account that is not eligible for insurance are not insured by the FDIC. For more information about FDIC insurance coverage of Accounts, visit www.fdic.gov.

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of debit Cards), you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event the Bank fails. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at <https://www.fdic.gov/regulations/laws/rules/2000-9200.html>.

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the Bank fails. The guide sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. The Addendum also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the Bank fails. The relevant portion of the guide can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the Bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of the Bank's failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a Hold or freeze may be placed on your Account so that the FDIC can conduct the deposit insurance determination. That Hold or freeze will not be released until the FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Agreement survives after the FDIC is appointed as our receiver, and as a result, the FDIC shall be entitled to enforce the terms of this section.

Sub-Accounts Related to Checking Accounts and Checking with Interest Accounts

For accounting purposes, each checking Account may consist of two (2) sub-Accounts: a transaction sub-Account to which all financial transactions are posted, and a holding sub-Account into which Available Balances above preset levels are transferred daily. Funds may be transferred to your transaction sub-Account to meet your transactional needs. Both sub-Accounts are treated as a single Account for purposes of your deposits, withdrawals, access and information, tax reporting, fees and FDIC insurance coverage.

Waiver or Delay of Rights

We may delay or waive our rights under any provision of this Agreement at any time in our sole discretion. Any delay or waiver of our rights applies only to the specific instance on that occasion and does not affect our future rights in any way.

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SECTION 3:

GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST BUSINESS ACCOUNTS (continued)

Section Headings

Section headings in this Agreement are for convenience or reference only, and shall not govern the interpretation of any provisions of this Agreement.

SECTION 4: ACCOUNT OWNERSHIP

Identifying Our Clients at Account Opening

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person (whether an individual or organization) who opens an Account.

What this means for you: When you open an Account, we will ask for certain information and documents that will help us identify the Account owner and authorized representatives, including your name, your business name, Taxpayer Identification Number (“TIN”) (or Social Security Number (“SSN”), for sole proprietorships) and business address. You agree that we may seek information about you from third parties to confirm your identity and for other Account-related purposes. We may also ask for documents to verify your business existence, such as a certificate of good standing or similar identifying documents. We will also ask for names, addresses, dates of birth and any other information that will allow us to identify you, your owners, and authorized representatives. We may also ask to see your driver’s license or other identifying documents. We may, from time to time, require that you provide additional documentation to us to verify your identity, the authority of individuals acting on your behalf, the nature and purpose of that relationship and other matters relating to your Account.

Taxpayer Identification Number; Backup Withholding

You agree to provide us with your TIN (or SSN for sole proprietorships). When you execute and/or provide us an Account opening form or a signature card, resolutions, or other documentation required by the Bank, or otherwise submit an Account application, you certify that the TIN you provided is correct and you are not subject to backup withholding. If you refuse to provide your TIN, we may suspend or terminate your Account. We must report interest payments we make to you of \$10.00 or more in a year to the Internal Revenue Service (“IRS”). Reportable interest payments include dividends, interest and bonus payments. If you do not certify the correct TIN on your Account, we are required to withhold and pay to the IRS a percentage of the interest earned on your Account. This is called backup withholding. We may also be required to begin backup withholding on your Account if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If the Account owner is a sole proprietorship, upon your death we must be provided with the estate’s, or successor’s, TIN or we may either stop paying interest effective on the date of your death or withhold a portion of such interest.

Verification of Information

You agree that we may verify information provided by you by any necessary means, including review of a credit report by a credit reporting agency.

Cash Transaction Reporting

All financial institutions must gather and report information on certain types of cash transactions to help law enforcement agencies detect illegal activities. We must refuse to handle a transaction if you do not provide us with the information required to complete the report.

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SECTION 4 : ACCOUNT OWNERSHIP (continued)

Account Ownership

If this Account has multiple authorized signers, any or all of the authorized signers can make deposits, withdrawals and all other transactions in connection with this Account regardless of whether or not the other signers are living. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the authorized signers. Once endorsed, we can deposit these Items into the Account. You can endorse Items for deposit by using a stamp to show a general endorsement for the Account. You agree to indemnify and hold the Bank harmless from any Loss in all respects in connection with any of the foregoing acts by one (1) or more authorized signers. All authorized signers agree to the Bank’s right of payment for any service charges or expenses due it under this Agreement. To change an authorized signer on an Account, you must execute a new signature card, resolution, or other document required by the Bank and we must have a reasonable opportunity to act on such information.

Persons Permitted To Transact On The Account

Generally

The forms we require you to execute when you open an Account include Account resolutions, a signature card and other documents that establish the authority of the person(s) authorized to access and transact on your Accounts. An “authorized representative” is any person identified to us as such or as an agent of yours in the Account resolutions or other Account implementation forms required by us, and any other person or agent acting with actual or apparent authority to transact business on your behalf. We may require additional information and documents for these purposes at any time.

You may designate one or more authorized representatives to conduct transactions on your behalf. You are responsible for all transactions of the authorized representatives. Once you designate an authorized representative, that person is authorized to instruct the Bank to process transactions on the Account, close the Account or do anything else involving the Account and to sign any agreements or documents relating to the Account. The Bank has no obligation to monitor transactions to determine that they are made on your behalf. You may terminate the authorization of an authorized representative at any time. In the case of a sole proprietorship, this authorization terminates automatically upon the Bank being informed in writing of the death of the Account owner. The Bank may continue to honor the transactions of an authorized representative until we receive, and have a reasonable opportunity to act on, written notice that the authority of the authorized representative is terminated. The Bank may refuse to accept an authorized representative or may require additional documentation prior to accepting designation of an authorized representative. You are responsible for ensuring that all authorized representatives have reviewed this Agreement. We may communicate information about your Account to all authorized representatives, and will view communications from any authorized representative as a communication from you.

Corporate, Unincorporated Association or Sole Proprietorship

If the Account is owned by a corporation, unincorporated association or sole proprietor, the Bank is authorized to do business involving the Account under the instructions of any of those persons listed on the signature card, resolution, or other required documentation on file with the Bank. Such persons are authorized to transact business on the Account until the Bank receives written notice of the authorization of others to act on behalf of the corporation, unincorporated association or sole proprietorship and we have had a reasonable opportunity to act.

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SECTION 4 : ACCOUNT OWNERSHIP (continued)

Partnership

If this is an Account of a partnership, the Bank is authorized to do business involving the Account on the orders or instructions of any of those persons listed on the signature card, resolution, or other required documentation on file with the Bank, and such persons are duly authorized to transact business on the Account. The partnership or the partners, or the general partners in the case of a limited partnership, as individuals, jointly or separately, assume full responsibility and hold the Bank harmless from any and all payments made or actions taken by the Bank in reliance upon such authorization.

Trustee and Other Fiduciary Accounts

These Accounts are held by one (1) or more persons who have been entrusted with the funds and are authorized to act for the benefit of another person, sometimes called the beneficiary, pursuant to a written trust agreement, court order or other source of authority. No trustee or other fiduciary such as an executor, administrator, guardian or personal representative may engage in transactions involving the Account until such person has executed the signature card, resolution, or other required documentation provided by the Bank and has furnished the Bank with a copy of any trust agreement, court order or other source of authority, that authorizes the person to act.

If you are a trustee or other fiduciary, you represent and warrant that: (i) you are a duly appointed and acting fiduciary; (ii) you have full power and authority to make this Agreement (including all requisite authorizations, waivers and consents) and to take all actions provided for in this Agreement with respect to the Account; (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing your authorities and actions; and (iv) if the Account is for a trust, the trust is a domestic United States trust. You will notify us in writing if and when there is any change to your powers and authorities, provided your authority will change only after we have had a reasonable opportunity to act. We have no duty or obligation to verify or update any of your powers and authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities.

If permitted by the statute, governing instrument, court order or other document granting your powers and authorities, you may delegate your powers and authorities, as may be limited by us in our sole discretion, to a third party acting as your agent. We may limit the powers and authorities you may delegate to an agent and we may limit you to only one (1) agent whose appointment must be joined by all the fiduciary Account owners, if a joint Account. Any such delegation must be in a form satisfactory to us, indemnify and hold us harmless from and against any actions we have taken or your agent has taken regarding your Account, and be evidenced on our records.

We reserve the right to require such documents or authorizations we deem reasonably necessary to satisfy us that the person requesting or directing withdrawal of funds held in the Account has such authority. We will not advise you as to any legal, regulatory or other fiduciary obligations you may have and we will not monitor in any way your exercise of fiduciary powers and duties. We have no duty or agreement to monitor the application of any assets held for the Account or delivered on your direction to ensure that you are acting for the benefit of the beneficiaries. We are not responsible for providing periodic statements or annual summaries to any person other than you, including any person holding a beneficial interest in the Account, or to any auditor or court or government agency, nor will we provide additional information in the periodic statements that you may be required to provide under Applicable Law or court order to persons holding beneficial interests in the Account, or to any auditor or court or government agency.

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SECTION 4 : ACCOUNT OWNERSHIP (continued)

In addition to your indemnification obligations provided elsewhere in this Agreement, you agree to indemnify and hold us harmless for refusing to pay or release funds when the refusal is based on the failure of the person requesting or directing the withdrawal of funds to provide documents or authorizations requested by us. You agree to release and indemnify us in connection with this Agreement or the performance of our duties under this Agreement, including, without limitation, (i) any representations and warranties made by you in this Agreement or in any documentation provided to us by you that is either incorrect or incomplete, (ii) any direction given by you or your agent to us for payment or otherwise, or (iii) any participation by us in any breach of fiduciary duty by you or your agent. The relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the Account is titled as a "fiduciary" Account with that role being played by you. You agree to pay the expenses, including reasonable attorneys' fees, and costs of enforcing this right of indemnification.

Account Purpose

All Accounts opened as a sole proprietor, association, organization, partnership, LLC or corporation, or a fiduciary (such as an escrow) Account opened in a business capacity, will be treated as a business Account. You agree not to use these Accounts for personal, family or household purposes.

Disputed Ownership

If the ownership or signing authority on an Account is in dispute for any reason, including but not limited to conflicts between Account owners or a lost or destroyed signature card, the Bank reserves the right to take action, including, but not limited to, instituting legal proceedings; freezing or placing a Hold on the Account until such time as the dispute is resolved to our satisfaction; continuing to rely on our current signature cards and/or Account ownership information in our records; or honoring the competing claim upon receipt of evidence we deem satisfactory in our sole discretion. The Bank will not be liable for actions taken pursuant to this paragraph or for any costs or fees you may incur due to any delay.

Non-Transferability of an Account

Accounts are non-transferable except as otherwise agreed by the Bank in writing. Any request to change your Account ownership or other Account information will not be effective unless Bank has agreed to the change and had a reasonable time to act upon your request. No sale, transfer, assignment, pledge or similar disposition of funds in any Account will be recognized by the Bank without our prior written approval. You understand that any assignment or pledge of your Account is subject to our prior security interest and right to setoff. The Bank may assign its rights and obligations under this Agreement, including your Account, without your consent.

Client Information; Records

We are authorized to rely on the Account information contained in our records unless and until you notify us that such information has changed. You agree to notify us immediately if such information changes, including your name, address, email address, phone number, or ID number (TIN). Except as otherwise set forth in this Agreement, any written instructions you have given us regarding your Account will remain in effect until we receive written notice from you to change them, and we have agreed and had a reasonable time to act upon your request. In the event we are unable to produce a record of a document relating to your Account or there is a conflict between your records and our records, you agree that our records will be deemed conclusive.

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SECTION 4 : ACCOUNT OWNERSHIP (continued)

Account Notices; Change of Address

Notice from us to the person designated for receipt of notices, or, in the absence of such designation, to the address maintained on record with us for the Account, by any means, including electronic notices if you have agreed to such delivery method, shall constitute notice to you. All statements, notices and other communications and writings given by the Bank in connection with an Account (collectively, "Notices") shall be deemed given when sent to the address we have on record or to such address designated by any of the Account owners or authorized representatives to the Bank by written notice. We are not responsible for Notices lost while not in our possession. You must promptly notify us if your address (or email address, if you have agreed to electronic notices) changes. Failure to notify us may result in delay or non-receipt of Notices. If any Notices we send to you are returned as undeliverable and/or we receive notice from the U.S. Postal Service or any of its agents that your address has changed, we will charge you a fee each month until you provide us with a deliverable address and we have had reasonable time to act on such information. In such instances, you agree that we may discontinue sending Notices to you and the information contained in all Notices will be deemed available to you on the date they would have been mailed or otherwise delivered to you (e.g., by email, if you have agreed to electronic notices) and will be binding on you as of the effective date set forth therein. You agree that the procedures described herein are an acceptable method of delivery of Notices to you and you will indemnify and hold us harmless for following these procedures.

SECTION 5: DEPOSITS AND WITHDRAWALS

Prior Notice of Withdrawal May Be Required for Interest-Bearing Accounts

Although we usually pay withdrawals or checks without notice, the Bank retains the right to require at least seven (7) calendar days' written notice before any withdrawal of funds that have been deposited into an interest-bearing checking, savings, or money market Account. If we tell you that we require seven (7) calendar days' written notice, we will not pay your funds until the notice period expires.

Deposits to Your First Midwest Bank Accounts

You may make deposits to your Account in person, by mail, First Midwest Bank ATM, Mobile Banking, Online Banking, electronic funds transfer, night depository, direct deposit, or such other deposit methods as we may make available from time to time. Other deposit options are also available through the Bank's Treasury Management services. The Bank is not liable for deposits sent through the mail or made by night depository until the deposit is actually received, processed and recorded. You agree not to send cash in the mail.

If you deposit a check, draft, 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. This type of deposit is cleared when we present it to the bank on which it is drawn and that bank pays us its value. If there are special fees for collecting your deposit, you agree to pay them. We specifically reserve the right to refuse, limit or return all or any part of any deposit. We may credit a deposit to your Account based solely on the Account number listed on the deposit slip or other instruction, even if the name on the deposit slip or other instruction differs from the name on the Account. If you fail to properly identify the Account into which a deposit is made or intended to be made, you are responsible for any Losses caused by such failure.

Withdrawals on Your First Midwest Bank Accounts

Subject to the limitations set forth in this Agreement, you may make withdrawals from your Account in any manner permitted by the Bank for the type of Account that you have opened. We may debit your Account on the day an Item is presented by electronic or other means or at an earlier time based on notification received by us that such Item drawn on your Account has been deposited for collection in another financial institution or is intended to be deposited for collection for anticipated purchases or prearranged reservations or charges including, but not limited to, restaurants, hotels, travel or rental car charges reserved or incurred.

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

Endorsements

We reserve the right to require your endorsement prior to accepting any check. We may also accept and process any check deposited to your Account without your endorsement and process the check as if you had endorsed it. You agree to reimburse us for any Losses we incur as a result of your failure to properly endorse any check. Your endorsement, and the endorsement of any prior endorser, must appear on the back of a check within the first 1½ inches of the trailing edge of the check. The trailing edge is the left side of the check when looking at it from the front. You agree to reimburse and hold us harmless for any Losses resulting from your failure to comply with these endorsement standards, from any illegible endorsements, and from any marks or writing entered on the back of a check that obscured or interfered with a bank's endorsement or caused delays in processing or returning the check.

Deposit Reconciliation

The amount of your deposit is based on the information provided by you on your deposit slip or the information provided with your deposit. We may verify the accuracy of your deposit amount, but we reserve the right not to do so in every case. If we determine that you deposited an amount that is higher or lower than the amount stated on your deposit slip, we may adjust (credit or debit) your Account for any discrepancy, but we reserve the right not to do so if the discrepancy is less than our standard adjustment amount. We may change our standard adjustment amount from time to time without notice to you. In the event we identify a discrepancy and adjust your Account, the adjustment may not occur on the same Business Day. Adjustments will be reflected on your Account statement and we may also notify you separately.

Reporting Errors and Unauthorized Transactions

You agree to carefully examine and reconcile your Account statements. You must notify us in writing of any discrepancies or errors in your statement, or any unauthorized signature or alteration on your checks, within thirty (30) calendar days after we mail a statement or otherwise make a statement available. You can notify us by calling 800.322.3623 or by mail at: First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431. You must also notify us within thirty (30) calendar days if you fail to receive a scheduled statement. You agree that we will not be liable if: (i) you did not exercise ordinary care in examining your statement; (ii) we did not receive timely notice of a discrepancy, error or unauthorized transaction; or (iii) the Items were forged, counterfeited or altered in a manner such that a reasonable person could not detect it. In addition, if you fail to report an unauthorized transaction within thirty (30) calendar days as provided herein, we will not be liable to you for any subsequent unauthorized transactions on your Account by the same person.

Since you are in the best position to prevent and discover an unauthorized transaction or error, you also agree that regardless of lack of care by us, if you do not notify us in writing within sixty (60) calendar days after we mail your first statement containing an unauthorized signature or alteration, you are precluded from asserting against us, and we will not be liable for, any unauthorized signatures or alterations contained in the first statement and all subsequent statements. The notice requirements described herein do not limit our rights to attempt to collect on unauthorized or altered checks from other banks, clearing organizations, or other parties or otherwise attempt recovery from any party. Please note the time period in which you must notify us if your statement shows an unauthorized transaction may be shorter if the transaction is related to a wire transfer (Section 6) or an ACH entry (Section 7 under the heading "ACH Entries; Returns").

For any other Account problem, you must notify us in writing within sixty (60) calendar days after we mail a statement or otherwise make a statement available or you are precluded from asserting against us, and we will not be liable for, the problem.

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

Check Cashing and Cash Back on Deposits

If you do not have an adequate Available Balance in your Account to pay a check you ask us to cash, we have the right not to cash it. If you do not have an adequate Available Balance in your Account when requesting cash back on a deposit, we have the right not to provide cash back until adequate funds become available.

Stop Payment on a Check

This section addresses stop payment requests for checks drawn on your Account. Rules for stopping electronic fund transfers, such as ACH payments, are addressed elsewhere herein and our other service and Online Banking agreements with you. If you do not want us to pay a check you have issued, you can request us to stop payment on that check. Any Account owner may order us to stop payment on a check and we will charge you a fee. You can notify us in person, online, by mail or by telephone. If you do not make your stop payment request in writing, we may require you to provide us with written confirmation of the information in the stop payment request within fourteen (14) calendar days or we may not continue to honor it. Your stop payment order will take effect only after we verify that the check is unpaid, we record it on your Account, and sufficient time has passed to notify the impacted areas of the Bank. We cannot stop payment on a check we have already cashed or a deposited check where the funds have already been withdrawn.

Your stop payment order must include your Account number, the number and date of your check, the amount, and the name of the payee. We are not responsible for stop payment requests with incorrect information. Your stop payment order will be effective for six (6) months, and can be renewed for six (6) more months for an additional fee. If you want to release a stop payment order you must tell us in writing. We have no obligation to notify you when your stop payment request expires. If the check is presented for payment after a stop payment order expires we may pay the check. In some cases, we may pay a check even if a stop payment order is in effect. For example, if we or another person or entity becomes a “holder in due course” of a check that you ask us to stop, we may still pay the check. The Bank will not accept stop payment requests on official checks, or money orders issued by the Bank.

You agree to indemnify the Bank for any Losses we incur due to your stop payment request. You assign to us all rights against the payee or any other holder of the check. You agree to cooperate with us in any legal actions that we may take against these parties. Applicable Law may permit other limitations on our obligation to stop payments.

Refer to Section 7 of this Agreement (electronic funds transfers) for how to place a stop payment on electronic payments.

Chargebacks

If we cash a check for you or accept any Item for deposit to your Account and it is returned to us unpaid (a “Chargeback”), we will charge you a fee and we will debit your Account for the amount of the Chargeback. If a Chargeback causes an Overdraft on your Account, we will also charge you an Overdraft Fee. Please review your Account pricing and fee schedule or contact your Relationship Manager for more information on fees.

Remotely Created Checks (Demand Drafts)

If you deposit a demand draft (a check that does not bear the maker’s signature) in your Account, you warrant that the maker authorized creation of the draft and authorized the Bank to process the draft for payment. The Bank may, at its option, accept the demand draft for deposit, refuse to accept the demand draft or accept it as a conditional deposit on a collection basis, in which case our Funds Availability Policy found in Section 9 of this Agreement will not apply. You agree you are responsible to the Bank for all costs incurred by the Bank by depositing the demand draft in your Account.

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

Check Cashing for Non-Bank Clients

We may refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a check, draft or other order for the payment of money drawn on your Account payable to a person who does not have an Account with us. Subject to Applicable Law, if we choose to cash the Item, a fee may be assessed to the non-client. The maximum dollar amount that will be disbursed to a non-client at one (1) time is \$9,999.99. We may also require reasonable identification to cash such a check, draft or other order for the payment of money and may require the payee to provide such documentation. We can decide at our sole discretion what identification is reasonable under the circumstances.

Facsimile Signatures and Signature Devices

You agree not to use an automatic check-writing service that operates through the use of a personal computer, a facsimile signature or stamp or other method of providing a mechanical signature on checks unless specifically authorized by us in a separate written agreement. We may refuse to honor checks drawn by means of any such signature device without such written agreement even if we have honored such checks previously. Alternatively, at our discretion, we may honor such checks without a written agreement if the signature resembles any other signatures appearing on any check that was issued but that you did not report as unauthorized. In doing so, we are authorized to rely upon and to accept as genuine signatures that you have accepted by prior use without any duty by us to determine the genuineness thereof or whether or not the affixing of such a signature to a check has been authorized by you or the person whose name is so affixed. You agree that if you utilize an automatic check-writing service that operates through the use of a personal computer, a facsimile signature or a stamp, you shall have the sole responsibility for maintaining the security of any such computer, stamp or facsimile device by which your signature is affixed and that you shall bear the entire risk of unauthorized use of any such signature device whether or not you are negligent. You also recognize that the treatment of each check presented against your Account through the use of such signature device will be the same as if such check were signed by you. In addition to your indemnification obligations elsewhere in this Agreement, you further agree to indemnify and hold us harmless from and against any and all Losses that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of such signature device, facsimile signature you use.

We may require original signatures signed on paper by the person named in the document or we may accept signatures by facsimile, PDF or other electronic means on documents submitted in connection with your Account or at our discretion. If we accept a signature by facsimile, PDF or other electronic means, you agree that we are authorized to rely upon and accept as genuine any such signature without any duty to determine the genuineness thereof or whether or not the affixing of such a signature has been authorized by you or the person whose name is so affixed. You agree that you will bear the risk of any unauthorized signature submitted by facsimile, PDF or other electronic means. In addition to your indemnification obligations elsewhere in this Agreement, you further agree to indemnify and hold us harmless from and against any and all Losses that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse of a signature submitted by facsimile, PDF or other electronic means in connection with your Account.

Checks and Forms

All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. We offer checks in a number of styles and at various prices. Unless we have approved them in advance, we may refuse to accept checks someone else provides because our equipment may not be able to read or process them. You agree to maintain adequate safeguards to ensure the authorized use of the checks or other forms you retain, and you agree to notify us immediately if you become aware that any checks or other forms are lost or stolen. You are responsible for losses you may suffer if a check you issue or deposit is returned or processing of the check is delayed as a

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

result of any writing or marking that you or a prior endorser place on the front or back of the check, improper printing on checks, your failure to maintain adequate safeguards against unauthorized use, or your failure to issue checks in a manner so as to prevent unauthorized completion, alteration or addition.

Postdated and Stale Checks

We reserve the right to pay or not pay any check (i) before the date you have written on it (a postdated check) or (ii) that is dated more than six (6) months in the past (a stale check). If you do not want us to pay a postdated or stale check, you must provide us with a stop payment order on it.

Restrictive Legends

We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends include: "Must be presented in 90 days" or "Not valid over \$1,000."

Signature Requirements

Unless we have agreed with you otherwise in a separate writing, we do not have any responsibility for reviewing the number or combination of signatures on any Item drawn on an Account. If you have indicated, including on a signature card, that more than one (1) signature is required on an Item drawn on an Account, this is for your internal convenience only and you authorize us to honor and pay or return the Item through the Account if less than that number of signatures appear on the Item. In either case, we are not responsible or liable to you. You understand and agree that we process Items using high speed automated equipment based on information encoded on such Items. Our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. You agree that we may pay or return an Item if we follow our procedures and that we have exercised ordinary care if we examine only those checks that we have identified for review based on our internal criteria, as it may be updated from time to time.

Statements

Our records kept in the ordinary course of business shall be presumed to be correct and in the absence of manifest error will be binding and conclusive. We will provide you a statement of your Account on a periodic basis, generally monthly, to your current address listed in our records. Each statement will reflect Account activity posted to your Account prior to the statement cutoff date. Some merchants, utilities and other billers may elect to convert your check into an electronic funds transfer and we will receive electronic information (rather than checks) for payment from other financial institutions. In such case, you will receive information regarding your transaction on your statement, but will not receive your check or an image of the check.

Processing Order; Overdrafts/Returned Items; Fees

An Overdraft is created if during processing your Available Balance is not sufficient to pay for any Item received for payment or any fees assessed against your Account, whether the Overdraft was caused by you or another person authorized to act on the Account. The Bank may, in its sole discretion, pay the Item or return the Item. You shall not rely on the Bank to pay Items based on previous actions taken by the Bank to pay Items.

Your Available Balance is the amount of money in your Account that is available for you to use, which is updated throughout the Business Day. Your Available Balance will increase when the deposits you make become available for use (based on our Funds Availability Policy in Section 9) and will decrease when we deduct debits from your Account. If we make funds from a deposit Item available for you to use, it does not mean we have received payment for that Item. If we do not receive payment for any deposit Item, we have the right to debit your Account for the deposited amount and charge you any applicable fees.

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

Holds placed on your Account also reduce your Available Balance. We will place a Hold on your Account for certain Card purchase transactions we authorize until we receive the final settlement amount from the merchant (or the Hold is released). The amount of the Hold will be for the amount authorized by the merchant. Because the Hold reduces your Available Balance but not the amount of money in your Account, a subsequent transaction may cause your Account to be overdrawn and you will be charged an Overdraft Fee if your Available Balance is not sufficient, even if there is money in your Account. You may also be charged an Overdraft Fee when your preauthorized Card transaction finally settles and the Hold is released if your Available Balance at the time of settlement is not sufficient, even if your Available Balance was sufficient at the time the Hold was placed.

The evening of each Business Day, the Bank processes transactions that have posted that day to the Account. We do this by starting with the Ledger Balance at the end of the previous Business Day, then we: (i) subtract from this amount any Holds on your Account, and (ii) add any deposits that became available that day for use. This creates your current Available Balance. Then late in the evening we process by category any debits to your Account that Business Day in the order described below.

The Bank is permitted by Applicable Law to pay Items in any order. The order in which Items are paid may affect the total number of Overdrafts, Overdraft Fees and Returned Item Fees you incur. You agree that we may choose our processing order regardless of whether additional fees may result. We have the right to change our business practices. Under our current business practices, at the end of each Business Day we subtract debits from your Account in the following order: Overdraft Fees and Returned Item Fees; Chargebacks, garnishments, levies (lowest to highest dollar amount); Items (highest to lowest dollar amount); and all other debits (highest to lowest dollar amount). Please review your Account pricing and fee schedule or contact your Relationship Manager for more information on fees.

You agree to pay a fee for each Item that results in an Overdraft or a Returned Item. When we determine that your Available Balance is overdrawn by a total of more than five dollars (\$5.00), you will be charged an Overdraft Fee for each Item that is paid and a Returned Item Fee for each Item that is returned. In addition to these fees, we may charge you a Continuous Overdraft Fee for any Overdraft that is not promptly repaid. Continuous Overdraft Fees vary by Account type. For Essential Business Checking, Essential Business Checking Plus, Essential Business Checking Deluxe, Healthcare Checking, Healthcare Checking Plus, Healthcare Checking Platinum, Healthcare Checking Sub Account, Solutions Money Market, HFS Small Business Checking, Small Business Checking, PCB Totally Free Checking, and PCB Simple Business Checking, a Continuous Overdraft Fee is charged for each Business Day your Account remains overdrawn beginning on the first Business Day following the seventh calendar day after your Account is overdrawn. For all other Accounts, a Continuous Overdraft Fee is charged each calendar day after the second consecutive calendar day the Account is overdrawn. For more information regarding these fees, please contact your Relationship Manager or review the pricing and fee schedule provided to you at Account opening.

If you want to direct the Bank to return any Item that exceeds your Available Balance, please contact your Relationship Manager. You can also contact our Customer Care Center by telephone at 800.322.3623 or by mail at: First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431. We will implement your request upon our receipt of your notice and a reasonable amount of time to act upon your request.

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SECTION 5: DEPOSITS AND WITHDRAWALS (continued)

The Bank may in its sole discretion transfer funds from one of your Accounts, regardless of ownership and regardless of Account type, to provide funds when Items are presented that would result in an Overdraft in another one of your Accounts. The Bank, however, is under no obligation to do so and may pay or return the Items. If the Bank elects to pay the Item, you agree to reimburse the Bank immediately for the amount of the Overdraft, plus any fees.

Contact your Relationship Manager or Customer Care Center at 800.322.3623 to learn more about the terms, including fees, associated with these services and to see if you qualify.

SECTION 6: WIRE TRANSFERS

The following terms will apply to your origination of payment orders (defined below) to send funds from your Account using a wire transfer, unless you have entered into a separate wire transfer agreement with the Bank, in which case that separate agreement will govern to the extent of any inconsistency with the terms below. The following provisions apply to wire transfers you send or receive but do not apply to electronic funds transfers governed by Section 7 below.

Governing Rules; Fedwire and Applicable Rules

Certain terms used in this Section have the definitions provided in Article 4A of the Uniform Commercial Code as enacted in the State of Illinois ("UCC"). Any wire transfer request you submit will be deemed your "payment order" as defined in the UCC. The "beneficiary" is the person or entity who receives the payment.

With respect to wire transfers, you agree to be bound by any rules and regulations then in effect governing the use of any funds transfer system through which such wire transfers are conducted. Each payment order may be executed by the Bank using the funds transfer system of the Federal Reserve Bank or other funds transfer system. Each payment order will be subject to Applicable Laws whether or not the Bank is a member of the funds transfer system.

Payment

You agree to pay us the amount of any wire transfer that we execute based on your payment order. You also agree to pay us the amount of any fees and charges applicable to wire transfers. In the event that your wire transfer does not become final, your underlying obligation to that receiver will not be discharged. If a wire transfer to you from another party does not become final, then that party's underlying obligation to you will not be discharged. Any credit to your Account resulting from a wire transfer is provisional until we receive final settlement for the funds. If we do not receive final settlement for the funds, then you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a wire transfer was made in error, or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your Account are insufficient.

Security Procedures

You agree to submit payment orders in accordance with the Security Procedures established by the Bank and made available to you and recommended as commercially reasonable for the amount, type and frequency of your wire transfer activity. "Security Procedures" are the use of secure devices and additional procedures, including telephone call-backs, out-of-band authentication, security tokens, dual control, encryption and other systems that may be used in connection with wire transfers that the Bank will make available

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SECTION 6: WIRE TRANSFERS (continued)

to you. Your submission of a payment order constitutes your acceptance of those Security Procedures as commercially reasonable and as a means of authenticating a payment order communicated to the Bank by you or on your behalf. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any payment order.

Any payment order communicated by you or on your behalf shall be enforceable against you, whether or not authorized and regardless of the actual identity of the signer, sender or transmitter thereof, if such payment order is received in accordance with the applicable Security Procedures, and if the Bank accepts the payment order in good faith. The Bank may, in its discretion, use additional procedures to verify the authenticity of any payment order. You agree to implement any other reasonable authentication or Security Procedures established by the Bank. If you choose to communicate a payment order to the Bank in a manner that varies from the Security Procedures, and if the Bank accepts the payment order in good faith, then you agree to be bound by such payment order, whether or not authorized, and you will be deemed to have refused the Security Procedures that the Bank offers and recommends as commercially reasonable, and you will be obligated to pay the Bank the amount of such payment order. You agree to be bound by any payment order whether or not the Bank verifies it in compliance with the Security Procedures, if you issued the payment order or otherwise benefited from the wire transfer.

Submitting a Payment Order

You agree to submit payment orders in accordance with the Bank's procedures, including Security Procedures, as they are modified from time to time. These procedures will specify the Bank's standard format and cutoff times by which the Bank must receive a payment order if such transfer is to be made that Business Day. You are solely responsible for the content of each payment order and the accuracy and completeness of the information contained therein. The Bank will rely on the information contained in the payment order in carrying out your instructions. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by the Bank. The Bank may in its sole discretion, but is not obligated to, require evidence of the authority of the person submitting the payment order to act on your behalf before accepting it for processing. You understand that the Bank has no duty to process payment orders and that the Bank is not obligated to do so if it is unable to verify them in accordance with the applicable Security Procedures or if they are not in the Bank's format.

Foreign Currency; International Wire Transfers

Any payment order in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from the Bank or the Bank shall purchase such amount from the Bank's affiliate or correspondent bank. Unless otherwise agreed between the Bank and you, the value of any such wire transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such payment order or because of a rejection of delivery for any reason shall be charged to your Account. You agree that if the Bank utilizes the services of other banks for the purpose of giving effect to any payment order in foreign currency, then the Bank does so for you at your risk.

The Bank's fees only cover our costs for international wire transfers; additional costs or fees over which we have no control may be incurred during processing and you agree to pay any such additional costs or fees. In addition, foreign countries and their subdivisions, any intermediary bank and the beneficiary's bank may charge transfer taxes and other transfer fees that will reduce the amount received by the beneficiary. You are obligated to comply with all laws relating to the transfer of funds to or from foreign countries, individuals, or agencies. Noncompliance may result in the delay of wire transfers, fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the wire transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

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SECTION 6: WIRE TRANSFERS (continued)

Cancellation or Amendment

The Bank has no obligation to amend or cancel a payment order after it has been submitted to the Bank. If the Bank receives an amendment or cancellation request before the Bank has executed the payment order, we may, but are not required, to make a reasonable effort to act on your request. If the Bank acts on a cancellation or amendment instruction, you will indemnify and reimburse the Bank for all expenses, costs, damages or other liabilities incurred by us relating to the cancellation or amendment. The Bank will have no liability to you or any third party if the requested cancellation or amendment is not accomplished, and you will be obligated to pay the payment order as transmitted.

Notice of Errors; Limitation of Liability

We will notify you in your periodic Account statement or other Account information made available to you of any credit to or debit from your Account resulting from any wire transfers, and we will not be required to provide any other notice to you. You agree to notify the Bank in writing of any error, or unauthorized wire transfers within fourteen (14) calendar days from the date the Bank notifies you of execution of the wire transfer, whether by written advice, periodic statement or by any other means. Your failure to notify the Bank within this period will prevent you from asserting against the Bank a claim for lost interest on an erroneous or unauthorized wire transfer. Furthermore, you will also be liable to us for any Losses we may incur as a result of your failure to notify us within the time period set forth herein. In addition to our limits on liability elsewhere in this Agreement, if the Bank fails to exercise ordinary care that results in a failure, delay or improper execution of a payment order, the Bank's liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution; which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period.

Reliance on Identifying Number

You agree that the Bank, and any bank or intermediary involved in processing your payment order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the beneficiary or bank that may also appear in the payment order, even if the number identifies a person different than the named beneficiary or bank. If you provide an incorrect account number or bank identifier for the recipient, the wire transfer may be misdirected, resulting in the loss of funds. The Bank has no obligation to detect errors and no liability for any incorrect or missing information in your payment order.

Rejection of Payment Orders

We have the right to reject, and refuse to accept, any payment order for any reason, including your failure to maintain a sufficient Collected Balance in an Account or failure to use the Security Procedures. We will have no liability to you based on such rejection or refusal. If we reject any payment order, we will attempt to notify you through a status report on one of our electronic information reporting systems or by other reasonable means within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if a wire transfer is returned to us, but we will have no liability to you based on any failure or delay in providing such notice. We are not obligated to re-send a wire transfer that is returned to us if we complied with the original payment order.

SECTION 7: ELECTRONIC FUNDS TRANSFERS

We provide a number of electronic funds transfer services for your Account(s). "Electronic funds transfer" means any and all transactions on your Account for the electronic payment or receipt of funds, including ACH entries, SWIFT or the use of any other electronic bank or real-time payments system by you or by a

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SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

third party to make payments to, or receive payment from, your Account. Please read this section carefully because it describes your rights and obligations for electronic funds transfers. You may be required to sign a separate agreement or be given additional disclosures when you enroll in a service. If there is a conflict between the terms of this Agreement and any separate agreement and/or disclosures, the separate agreement and/or disclosures will control to the extent of the conflict. This section does not apply to wire transfers (see Section 6) or to consumer transactions governed by the Electronic Funds Transfer Act and Regulation E. If you have any questions regarding transactions initiated using a card issued by a third party service provider, you must contact the third-party service provider using the contact information provided to you when you received your card.

Types of Electronic Funds Transfers

Examples of electronic funds transfers include the following:

- Electronic funds transfers initiated by or to third parties (preauthorized credits, debits or payments)
- Electronic transfers using your Account number, such as direct deposits or bill payments to third parties
- ATM transfers
- First Midwest Bank-Line or telephone transfers
- Card transactions, including purchase transactions
- Business Express Online Banking
- Online Banking transfers
- Mobile Banking transfers

Operating Rules

All electronic funds transfers to or from your Account are subject to the all applicable state, federal, local and foreign laws, rules, regulations and other laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA, the Electronic Payments Association, and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by us in connection with your transactions then in effect for the applicable network through which the electronic funds transfers are made or received, including, for ACH transactions, the Operating Rules and any local clearing house used in the process, and for electronic funds transfers through the funds transfer system of the Federal Reserve Banks, the applicable laws and regulations of the Board of Governors of the Federal Reserve System and related operating circulars, or other electronic payments network whether used by you under agreement with us to originate electronic funds transfers or your receipt of payment via an electronic funds transfer ("Operating Rules"). We are not responsible or liable for any inaccurate or incomplete information received from a payments network.

Legal Compliance

Without limiting your obligation to comply with Applicable Law generally, you agree to comply with the Operating Rules of any applicable payment network and the regulations and requirements administered by the OFAC and the U.S. Department of the Treasury's Financial Crimes Enforcement Network including screening your electronic funds transfers for OFAC compliance and to maintain an effective education program within your organization to insure compliance with such regulations and requirements.

Fees

Transaction fees may apply to certain electronic funds transfers. See the pricing and fee schedule provided to you at Account opening and your service agreement and/or disclosures, if applicable, for details.

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SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

First Midwest Bank-Line

You can use this service to make automated telephone funds transfers between your Accounts. A telephone transfer of funds between your Accounts, if otherwise arranged for or permitted, may generally be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. To activate such service, we may require you to pre-authorize the Accounts that you would like to make transfers between, as well as individuals who are authorized to make such transfers. A separate agreement also may be required, but the terms of this Agreement will continue to apply to such transfers and in the event of a conflict the terms of such separate agreement shall control to the extent to resolve such conflict. If you access your Accounts by telephone using Bank-Line, your authorization to us to carry out your (or your authorized representatives') instructions or enable access to your Accounts in order to transfer funds may be given through the use of codes, PINs, passwords, and similar means. All communications and access to your Account using such methods through Bank-Line are deemed valid, authentic and duly authorized by you unless and until you have notified us of unauthorized activity and we have had a reasonable opportunity to act upon such notice.

First Midwest Online Banking

You can use our Online Banking services to transfer funds between your Accounts and make payments from your Account to third parties.

These services can be initiated according to a separate written agreement with the Bank. The terms of this Agreement will continue to apply to such services and in the event of a conflict the terms of such separate agreement shall control to the extent to resolve such conflict. To enroll in these services please contact your Relationship Manager. A detailed description of these services and any applicable Security Procedures that you and your authorized representatives must use to access these services will be provided when you enroll in or begin using these services.

Credits; Provisional Payments

Your Account information will notify you of electronic funds transfer payments and other credits to your Account; provided, we shall have no liability for any failure or delay in providing such notice. The Bank may, but is not required, to provide any other notice of the receipt of electronic funds transfers. All credits to your Accounts for electronic funds transfers are provisional until the Bank receives final settlement. If the Bank does not receive final settlement or is otherwise required to return the amount of the electronic funds transfer, the Bank is entitled to a refund (through reversal debit or otherwise) of the amount credited to your Account for that electronic funds transfer, together with any associated interest or credit. The Bank may accept or reject an electronic funds transfer debit or credit to your Account pursuant to the terms and any limits of the applicable Operating Rules and Applicable Law.

Processing Electronic Funds Transfers

Your ability to originate or receive an electronic funds transfer is limited to the types of electronic funds transfer services offered by the Bank from time to time. You are solely responsible for the contents and accuracy of each payment order to originate an electronic funds transfer sent to us by you or on your behalf by your authorized representatives. In the absence of specific written instruction, the Bank will choose the payment network and intermediary banks as necessary to carry out your transfer request. In any request for an electronic funds transfer, the Bank and any bank or intermediary is entitled to rely on the Account number and bank identification number provided to us without any obligation to look at the name of the receiving customer or bank that may also appear on the request for an electronic funds transfer. If the Bank is given written notice of an error, the Bank will advise you promptly; provided, we shall have no liability for any failure or delay in providing such notice.

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SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

Authorization

You authorize us to debit or credit your Account for any electronic funds transfers to or from your Account that we receive or based upon your request for an electronic funds transfer. Electronic funds transfers must be transmitted to us by you or on your behalf in accordance with the applicable Operating Rules, and our policies and procedures. You are responsible for all electronic funds transfer requests that are authorized by you or submitted by an authorized representative on your behalf. Unless you subscribe to one of our services to specifically block or limit electronic funds transfers to your Account, you agree that we may debit or credit your Account upon receipt of any such electronic funds transfer without prior or further notice to you.

Payment

Unless otherwise agreed to by us in writing, you must pay us the amount of the electronic funds transfer request, plus any applicable fees, before the Bank will execute your request. You also agree to pay the amount of any fees or charges assessed by a payment network or other third party.

Limit on Liability

In addition to our limits on liability elsewhere in this Agreement, if the Bank fails to exercise ordinary care that results in a failure, delay or improper execution of a payment order, the Bank's liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution; which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period.

How To Stop Payment on Certain Electronic Transfers

You have no right to stop payment on, cancel, or amend any electronic funds transfer instruction after it has been received by us. However, to the extent permitted by Applicable Law, we will use our reasonable efforts to act on your request to cancel any such instruction before we process it, but we will have no liability if such cancellation is not effected. To the extent permitted by Applicable Law, we will also use reasonable efforts to, upon your request, reverse an ACH transfer after we have processed such transfer, but we will have no liability if such reversal is not effected. To request a cancellation, amendment, or stop payment on an electronic funds transfer instruction, please contact Customer Care Center at 800.322.3623.

ACH Entries; Returns

You must immediately notify us of any unauthorized ACH entries to your Account so they can be returned in a timely manner. You agree that if you ask us to submit an ACH return entry in connection with any unauthorized or erroneous ACH debit to your Account, the originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the NACHA Operating Rules and Guidelines. You understand and acknowledge that we may not be able to recover your funds if you do not notify us immediately of an unauthorized ACH entry so that we have a reasonable opportunity to act on your notice prior to the expiration of the applicable NACHA Rules time frame. In some cases, your claim may not be honored and you could incur Losses.

SECTION 8: ATM AND DEBIT CARD TERMS

These terms govern the use of Cards we issue in connection with your Accounts. By requesting, using, or allowing the use of a Card, in connection with your Account, you agree to be bound by these terms. Card transactions are electronic funds transfers subject to the terms of Section 7.

Who Owns the Card for Your Account

The Card remains the property of the Bank and shall be surrendered by you upon request. The Bank may terminate your privilege of using the Card and may withhold approval of any transaction at any time. An inactive Card is subject to closure at the Bank's discretion.

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SECTION 8: ATM AND DEBIT CARD TERMS (continued)

Cardholders

We may in our sole discretion issue a Card to each Account owner and any other person to whom you have authorized us to issue a Card for use with your Account (each such person, a “Cardholder”). You understand that Cardholders will have full access to the funds in your Account and your Account information and you are responsible if any Cardholder fails to comply with the terms of this Agreement. Each Cardholder is the only authorized user of his or her Card and PIN.

How You Can Use Your Card

Receiving a Card to use is subject to Bank approval. You may use your Card to:

- Make deposits to your designated Account.
- Make balance inquiries to your designated Account (ATM Card only).
- Withdraw cash from your designated Account at any ATM or institution that accepts your Card.
- Pay for purchases at places that accept your Card.
- Pay bills directly from your designated Account in amounts you request.

Using Your Card and PIN and Your Responsibility to Keep Them Safe

The Card and PIN are provided solely for your use and protection. At all times you should: (i) keep the Card and PIN safe and not permit anyone else to use them; (ii) not record the PIN on the Card or otherwise disclose or make it available to anyone else; and (iii) use the Card, PIN and ATMs only as instructed and only for authorized purposes. If your Card is a First Midwest debit Mastercard®, you may use it to pay for purchases at places that have agreed to accept Cards bearing the same trademark as appears on your Card. You may also use your Card together with your PIN to perform transactions at designated ATMs or other automated terminals at which the Card may be used. However, the Bank has no obligation to you if anyone refuses to honor the Card, or if for any reason you cannot make a cash withdrawal, deposit, or purchase. Cardholders will immediately report to the Bank any loss, theft, disappearance, or suspected or known unauthorized use of the Card or disclosure of the PIN by contacting Customer Care Center at 800.322.3623. Outside of regular business hours, Bank Card Services may be reached at 800.236.2442 or write First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431.

Representations and Warranties

You represent and warrant that (i) this Agreement has been duly authorized and does not violate your charter or bylaws (or corresponding operating documents if you are not a corporation), (ii) the individuals designated by you from time to time as being authorized to request Cards, designate Cardholders and link Cards to your Accounts have been properly authorized, (iii) the individuals designated as Cardholders by you are properly authorized to use all of the services and engage in all of the types of transactions that are available for the type(s) of Cards requested by your authorized representatives, (iv) Cards are provided solely for use by Cardholders for business purposes (and not personal, family or household purposes); and (v) you will, and will instruct each Cardholder to: (a) safely keep the Card and PIN separate and in your, his, or her sole possession; (b) not disclose the PIN, write it on the Card, or otherwise make it available to anyone else; (c) use the Card, PIN, and ATM or point-of-sale (“POS”) terminals only as instructed and authorized and subject to limitations we may impose and change from time to time; (d) save all receipts and have them verified against your monthly Account statement; (e) report all crimes immediately to the owner or operator of the ATM and to the local law enforcement official; and (f) immediately report to you and us any loss, theft, disappearance or known or suspected unauthorized use of any Card or PIN.

Our Authorization to Debit or Credit Account

Each time your Card is properly used, you authorize the Bank to debit or credit your Account, as appropriate, for the total amount of all deposits, withdrawals, purchases and transfers initiated through use of your

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SECTION 8: ATM AND DEBIT CARD TERMS (continued)

Card. The Bank is permitted to handle such deposits, withdrawals, purchases and transfers in the same way it handles authorized checks or other Items drawn on your Account. Except as otherwise required by Applicable Law, you agree that you are liable for all Card transactions initiated with a correct PIN or a signature that reasonably resembles the signature of the Cardholder appearing on the Card.

Using the Card at ATMs

Subject to such restrictions as may be imposed by the Bank, the Card may be used by the Cardholder at any ATM bearing the same trademark as your Card, and such other terminals as the Bank may designate, to perform any transactions permitted by the terms of your Account that the ATM will perform.

ATM Transaction Limits

For your protection, there are limits on the number of transactions you can make using a Card. Unless a different amount was disclosed to you, ATM transaction limits are as follows:

ATM Transaction Limitations

ATM transactions are limited to 25 or \$1,000 per calendar day, whichever comes first, unless a different amount was disclosed to you.

Purchase Transaction Limitations (PIN and Signature-Based)

Purchase transactions are limited to 25 or \$5,000 per calendar day, whichever comes first, unless a different amount was disclosed to you.

Cash Advance Limitations

Cash advance transactions are limited to 25 or \$5,000 per calendar day, whichever comes first, unless a different amount was disclosed to you.

When You May be Charged an ATM Fee

Card transactions are subject to fees. When you use an ATM not owned or operated by us, we may charge a fee and you may also be charged a fee by the ATM operator or ATM network used. Fees may be charged for a balance inquiry even if you do not complete a funds transfer. Please note that fees charged by other ATM operators or ATM networks are outside the Bank’s control and may be changed at any time. You authorize us to deduct any applicable fees directly from your Account. Fees vary based on your Account type and your Card type. Contact your Relationship Manager or see the pricing and fee schedule provided to you at Account opening for details.

Deposits

All checks or drafts that the Bank has authorized for deposit through a Bank-branded ATM are credited subject to collection, and the credit will be reversed if the check or draft is not paid. Certain checks should not be deposited at ATMs, including checks that are postdated or stale dated or have endorsement issues (i.e., missing or multiple endorsements, restrictive endorsements) and checks drawn on foreign banks or payable in foreign currency. All deposits through an ATM are subject to actual receipt and verification by the Bank upon opening the ATM. The Bank may choose not to credit the Account for deposits until we actually receive the funds. If the reversal of a deposit creates an Overdraft in the Account, the Bank may charge all or part of the deficiency to any of your other Accounts, unless the charge results in an extension of credit. In that situation, you shall pay to the Bank any deficiency that cannot be paid out of such Accounts.

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SECTION 8: ATM AND DEBIT CARD TERMS (continued)

Purchase Transactions

You may use your Card for PIN and non-PIN transactions to pay for purchases with funds in your Account, subject to applicable transaction limits and other restrictions identified in this Agreement, at participating merchant locations. The amount of your purchase will be deducted directly from your Account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your Account at the time the Card is used, even if the transaction is not posted immediately to your Account. You cannot make purchases with your Card using your savings or money market Account.

How We Handle Authorization Holds

For certain Card transactions, we may place a temporary Hold on your Account equal to the authorization amount submitted by the merchant until we receive the final settlement amount from the merchant (or the Hold is released). For many transactions, the authorization amount will be for the amount of the transaction. However, for some transactions the merchant may not know the actual amount of the transaction at the time of the authorization (for example, restaurant purchases, car rentals or hotel purchases) and the authorization amount may be less or more than the actual amount of the transaction. Card purchase transactions usually settle with the merchant (and the Hold is released) within three (3) Business Days after the transaction is authorized, but in some cases this may take longer.

Limits On Using Your Card And How Overdrafts Can Occur

You agree to use the Card for an Item only if the Available Balance in your Account (together with your unused reserve amount or credit line associated with the Account) is sufficient to pay for it.

How We Process Refunds on Card Purchases

The Bank will not make cash refunds for purchases made with your Card. If a merchant who honors your Card gives you a credit for merchandise return or adjustment, the merchant will do so by sending us a credit slip that we will apply as a credit to your Account. Unless your use of the Card results in an extension of credit, 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 that accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay the total amount of that transaction plus any fees or charges we are authorized to charge.

Digital Debit Card Purchases

The terms in this Section 8 apply when you use a digital wallet to make purchases with your Card. If you add your Card to a digital wallet, you agree that we can provide your information to the digital wallet service provider in order to provide the services you have requested. The digital wallet service provider is solely responsible for the operation of the digital wallet and for the use and sharing of the information they collect about you and your Card.

International Transactions

If you use your Card to conduct transactions with a merchant or at an ATM that is located outside the United States, you will be charged a fee. This fee, which is a percentage of the transaction, will be charged for all international transactions regardless of whether there is a currency conversion fee associated with the transaction. Please review your Account pricing and fee schedule or contact your Relationship Manager for more information on fees. In addition, if the transaction requires a conversion from a foreign currency to U.S. Dollars, the currency conversion rate used by the governing ATM network will either be (i) a rate selected by the network from the range of rates available in wholesale currency markets; or (ii) a government-mandated rate in effect on the day the network processes the transaction. The rate in effect on the processing date may differ from the rate on the date you used your Card. You agree to pay the U.S. dollar amount converted from a foreign currency by the governing ATM network.

SECTION 9: FUNDS AVAILABILITY POLICY

Our Funds Availability Policy describes when funds deposited to your checking Account will be made available to you. While we generally apply the same policy to deposits you make to your savings Account, please keep in mind that this Funds Availability Policy does not apply to these deposits and we may delay availability of funds from these types of deposits. Checks drawn on foreign banks and/or payable in foreign currency are not subject to this Funds Availability Policy and may be subject to Holds.

When Your Deposited Funds Become Available

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. Cash deposits made at a Bank ATM will be available to you on the same Business Day on which we receive the deposit, and all other deposits made at a Bank ATM will be available to you on the first Business Day after the day on which we receive your deposit. Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented for payment from your Account. If Items are presented against deposited funds before they become available for withdrawal, the Bank reserves the right to pay or return the Items as described in Section 5.

How We Determine When Your Deposit Is Received

For determining availability of your deposits, every day is considered a Business Day except Saturdays, Sundays and federal holidays. If you make a deposit on a Business Day before the applicable cutoff time, we will consider your deposit to be received that same day. If you make a deposit on a Business Day after the applicable cutoff time, we will consider your deposit to be received the next Business Day. Deposits made on non-Business Days are also considered to be received the next Business Day. Funds mailed to us will be considered received on the Business Day they are actually received and processed by us. Funds deposited to a night depository, lockbox or similar facility will be considered received on the Business Day they are removed from such facility and processed.

Schedule of Cutoff Times for Deposits

Our general cutoff time for a deposit made at a Bank branch is the branch's scheduled closing time Monday through Friday. These may vary by location and are posted at each branch. Deposits made at a night depository will be retrieved by us once at the beginning of each Business Day. If you make a deposit to a night depository during the day, it will not be considered received by us until the next Business Day when we retrieve it and process it. The general cutoff time for a deposit made to a night depository is one (1) hour after that branch's scheduled opening time Monday through Friday.

For other transaction types, the following cutoff times apply:

TRANSACTION TYPE	CUTOFF TIME (CENTRAL TIME)
Our ATM Locations and Point of Sale ("POS") Deposits*	Monday - Friday: 6:00pm CT
Online Banking - Account Transfer**	Monday - Friday: 8:00pm CT
Bank-Line - Account Transfer	Monday - Friday: 8:00pm CT
Remote Deposit Capture - Mobile Banking	Monday - Friday: 5:00pm CT
Remote Deposit Capture - Desktop Scanner	Monday - Friday: 8:00pm CT

*POS Deposits include certain merchant refunds and other incoming digital debit Card transfers.

**External transfers (to or from a non-First Midwest Bank Account) may be subject to different cutoff times, which are disclosed to you in Online Banking.

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SECTION 9: FUNDS AVAILABILITY POLICY (continued)

After-Hours Deposits

Certain deposits made after the applicable cutoff time on a Business Day or on a non-Business Day (“After-Hours Deposits”) will be added to the Available Balance shown on your ATM receipt or within Online Banking or Mobile Banking before the funds actually become available to pay Items posted to your Account. For example, your receipt from a cash deposit made at a Bank ATM will show that the deposit has been added to your Available Balance, but if it was an After-Hours Deposit, those funds will not actually become available to pay Items posted to your Account until the next Business Day. It is important to keep in mind that After-Hours Deposits can cause your Available Balance to appear sufficient to pay Items posted to your Account, but you can still incur Overdrafts and Returned Items (and corresponding fees) until the funds from the After-Hours Deposit are actually made available at the time provided in this Funds Availability Policy.

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. Funds may not be available until the second Business Day after the day of your deposit. The first \$225 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. We will also 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. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six (6) months;
- An emergency exists, such as an interruption of communications or computer or other equipment facilities, a suspension of payment by another bank, war, weather or an emergency condition beyond our control.

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. Funds will generally be available no later than the seventh Business Day after the day of your deposit.

Special Rules for New Accounts

If you are a new client, the following special rules will apply during the first thirty (30) calendar days your Account is open.

Funds from cash, wire transfers, electronic direct deposits and other electronic transfers to your Account will be available on the Business Day we receive the deposit. The first \$5,525 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, certain conditions may include the check made payable to you and you may have to use a special deposit slip. It may take up to the ninth Business Day after the day of your deposit for the excess over \$5,525 to be available for withdrawal. If your deposit of these checks (other than a U.S. Treasury check) is not made in

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SECTION 9: FUNDS AVAILABILITY POLICY (continued)

person through one of our employees, the first \$5,525 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth Business Day after the day of your deposit.

Cash Back and Check Cashing Policy — Holds on Other Funds

If we cash a check for you that is drawn on another bank, we may reduce the Available Balance in your Account by a corresponding amount of funds. If we accept a check for deposit that is drawn on another bank, we may make funds available for withdrawal immediately but reduce the Available Balance in another Account you have with us by a corresponding amount. In either case, those funds will be available at the time the funds in the check we cashed or deposited would have been available under the Bank’s Funds Availability Policy.

SECTION 10: ARBITRATION AGREEMENT

How to Resolve a Formal Dispute

If you have a dispute with the Bank, we hope to resolve it quickly and easily. First, please contact your Relationship Manager to see if they can solve the problem. If the dispute cannot be resolved informally, you and the Bank agree that any dispute between us will be resolved by the arbitration process described in this Section. **You and the Bank each agree to waive the right to a jury trial or a trial before a judge in a public court.** The only exception to this are claims that may be filed in small claims court. If your unresolved dispute is within the jurisdiction of small claims court, you should file your claim there.

Disputes Subject to Arbitration

A “dispute” is an unresolved disagreement between you and the Bank or its agents related to your Account, including but not limited to any transactions, any related product or service, this Agreement, any prior deposit account agreement with us, any disclosures or advertising regarding your Account, and your relationship with us, regardless of the legal theory the disputes are based on or whether they arose in the past, may currently exist, or arise in the future. It includes any dispute relating to your use of any Bank location or facility or any means you may use to access your Account, such as an ATM or Online Banking. A dispute also includes any disagreement about whether this Arbitration Agreement is enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a dispute subject to binding arbitration as provided for hereunder. A dispute does not include the collection by us of a credit obligation and this Arbitration Agreement does not limit our rights to exercise self-help remedies, including setoff or other offset, Account Holds or freezes or repossession.

If a third party is also involved in a dispute between you and us, then the third party’s dispute will also be decided in arbitration, and the third party must be named as a party as required under the rules for the arbitration. The arbitrator will decide all issues, including the arbitrability of disputes or the scope, and enforceability of this agreement to arbitrate, the interpretation of the prohibition of class and representative actions and non-individualized relief.

The arbitration will be conducted as an individual action between you and the Bank. Neither you nor the Bank are permitted to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. The arbitrator of the dispute only has authority to proceed with an arbitration that is conducted as an individual action. Even if a class action lawsuit or other representative action is filed, any dispute between you and the Bank related to this Agreement raised by such an action will be subject to individual arbitration between you and the Bank.

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SECTION 10: ARBITRATION AGREEMENT (continued)

Jurisdiction and Venue

The party that files for arbitration must select either JAMS, Inc. or the American Arbitration Association (“AAA”) to arbitrate the dispute. If both JAMS, Inc. and the AAA are unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. The selected arbitration administrator will apply this Arbitration Agreement and its own code or procedures in effect at the time the dispute is filed. To the extent the administrator’s code or procedures vary from this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute. The arbitrator will apply Applicable Law, including but not limited to the Uniform Commercial Code adopted under the Applicable Law, consistent with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). You and the Bank each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA. All statutes of limitations that exist in Applicable Law apply to any arbitration between you and the Bank. The arbitrator has the power to award to a party any damages or other relief provided for under Applicable Law and will not have the power to award any relief to anyone who is not a party to the arbitration. The arbitrator’s authority is limited solely to the dispute between you and the Bank alone.

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you hereby waive the right to a trial by jury to the extent permitted by Applicable Law and consent to service of process, personal jurisdiction and venue exclusively in the courts of the State of Illinois.

Costs of Arbitration

The Bank will reimburse you, upon written request, for the initial arbitration filing fee up to \$500. If there is a hearing, we will pay up to two (2) days of arbitrator fees no matter which party files for arbitration. All other fees will be allocated in keeping with the rules of the arbitration administrator unless those rules are inconsistent with Applicable Law. If the Applicable Law limits the amount of fees and expenses (including attorneys’ fees) to be paid by you, then your portion of the expenses will not exceed that limit and the Bank will pay any excess fees and expenses.

Any decision rendered in arbitration proceedings under this Arbitration Agreement will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and disputes may be filed with, JAMS, Inc. or AAA as follows: JAMS, Inc. at 71 South Wacker Drive, #3090, Chicago, IL 60606, website at jamsadr.com or the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017, website at adr.org.

In addition to the rights created by this Arbitration Agreement, you and we can each exercise any lawful rights or use other available remedies to do the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctions, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

Survival

This Arbitration Agreement shall survive termination, amendment or expiration of your Account or your Account Agreement. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If we assign your Account to any unaffiliated third party, this Arbitration Agreement provision will apply to any dispute: (i) between you and that third party if you or that third party chooses arbitration; (ii) between you and the Bank that occurred prior to such assignment; or (iii) that arises from such assignment.

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SECTION 10: ARBITRATION AGREEMENT (continued)

For more information call the First Midwest Bank Customer Care Center at 800.322.3623 or visit FirstMidwest.com.



First Midwest Bank

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