
RETAIL ACCOUNT AGREEMENT AND DISCLOSURE

EFFECTIVE DATE 3.1.21



First Midwest Bank

A division of  **OLD NATIONAL BANK**

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INFORMATION ABOUT YOUR 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 Retail Account Agreement and Disclosure explains the terms and conditions of our Accounts and your First Midwest ATM Card or debit Mastercard®. This Retail Account Agreement and Disclosure, the Retail Product Features and Fees, signature card, deposit rate sheet, privacy notice 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 versions of the Retail Account Agreement and Disclosure. We recommend you keep a copy of this Agreement, and any information we provide you regarding changes to the Agreement, available for reference. If you use other First Midwest Bank services related to your Account, they will be governed by this Agreement and the terms and conditions provided to you when you enroll in those services. If another specific agreement conflicts with this Agreement, then the more specific agreement will govern. If this Agreement conflicts with something said by one of our employees or in our marketing material, this Agreement will govern. We may amend this Agreement in the future, and if we do, we will send you a notice about any changes we make as required by Applicable Law.

In this Agreement, the words “you”, “your”, “owner” and “Client” mean those who own the Account, those who sign as applicants, or anyone authorized to use the Account. The words “we”, “us”, “our,” “First Midwest” 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 any authorized signers understand this Agreement for each of your Accounts.

The Sections of This Agreement and What They Cover

SECTION 1 includes the meanings that apply to certain defined terms that are used more than once in the Agreement.

SECTION 2 describes general legal terms and conditions that apply to all of your Accounts.

SECTION 3 provides information regarding Account ownership types.

SECTION 4 provides information regarding your ability to deposit and withdraw funds from your Account.

SECTION 5 describes our available Overdraft products and services, how we process transactions to determine if an Overdraft has occurred, and when fees may be charged for Overdrafts or Returned Items.

SECTION 6 describes what substitute checks are and your rights regarding them.

SECTION 7 provides information about electronic funds transfer services, including use of your Cards, Bank-Line, Online Banking, Mobile 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 in your Account become available for you to use.

SECTION 10 describes terms and conditions for wire transfers.

ARBITRATION DISCLOSURE: Section 11 contains the arbitration agreement between you and First Midwest, in which both you and First Midwest 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 personal, family or household purposes that is governed by this Agreement, including all checking Accounts, savings Accounts, money market Accounts and CDs.

Analysis Period

The period in which the Account pays interest and 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 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 “Your Available Balance and How Preauthorized Transactions Can Affect It” and Section 9, “Funds Availability Policy.”

Average Daily Balance

For all checking, savings and money market Accounts, the Average Daily Balance is calculated by adding the Account Ledger Balance for each day of the Analysis Period and dividing that figure by the total number of calendar days in the Analysis Period.

Business Day

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

Card

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

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 clients 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.

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.

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.

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SECTION 1: DEFINITIONS (continued)

Daily Balance Method

The method by which interest is calculated by applying a periodic rate to the Collected Balance in your Account each day.

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 2 under the heading “Legal Proceedings Involving an Account,” 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 fund transfers, Zelle®* 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.

*Zelle and the Zelle related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

SECTION 2: GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST RETAIL 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 remote means, the Account is maintained in the state of the branch location nearest your address on file with us (if joint owners, nearest the address of the Client whose name is listed first). Your Account is also subject to the Uniform Commercial Code and any agreements entered into by the Bank with other associations or entities that provide clearing and settlement procedures for Items processed by the Bank, including the Federal Reserve and the National Automated Clearing House Association, all of which are included within the definition of “Applicable Law.”

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SECTION 2:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST RETAIL ACCOUNTS (continued)****Fee Schedules and Disclosures**

Your Account is subject to the fees described in the Retail Product Features and Fees. 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 Retail Product Features and Fees is subject to change at any time.

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.

Communications with You, Including Electronic Communications

By opening your Account and keeping it open 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 phone 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 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.

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. 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.

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SECTION 2:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST RETAIL ACCOUNTS (continued)****Indemnification Including Attorneys' Fees and Costs, and Limits of Our Liability**

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 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.

Our duty to you hereunder is one of ordinary care. In no event will we be liable for any punitive, indirect, special, incidental, exemplary or consequential damages. We will be responsible and liable only for direct damages attributable to our failure to exercise ordinary care. We are not liable for a clerical error or oversight, or an honest mistake of judgment, or circumstances beyond our reasonable control. 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.

We are not liable to you for any Losses caused by events beyond our reasonable control, including if such events prevent or delay us in performing our obligations hereunder. Circumstances beyond our reasonable control include, without limitation, emergency conditions; power failure; natural disasters; acts of God; acts of terrorism; global pandemic; legal constraint or government shutdown; strike or stoppage of labor; the breakdown or failure of our equipment, any communication or transmission facilities, or any mail or courier service; suspension of payments by another bank; or your acts, omissions, negligence or fault.

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. You are prohibited from processing any illegal transactions through your Account or your relationship with us. You agree to reimburse and 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 Involving an Account

If the Bank receives any process, subpoena, summons, order, injunction, execution, garnishment, levy, lien or other legal notice that, in the Bank's opinion, affects an 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 order in the name or names of any Account owner, 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.

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SECTION 2:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST RETAIL ACCOUNTS (continued)****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. For joint Accounts, you agree that we may charge the Account for any Obligations owed by any Account owner(s) against the deposits or checks we cash for any other owner(s) unless prohibited by Applicable Law. This right applies even if one or more of you do not owe the Obligations. 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 expressly agree that our setoff rights extend to any federal or state benefit payments, including Social Security benefits, electronically deposited into your Account except where prohibited by Applicable Law. You understand and agree that if you do not want your benefits applied this way, you may change your direct deposit instructions with your benefits payor. You also acknowledge and agree that any federal benefits or payments deposited to your Account after a date of ineligibility must be returned to the Federal Government or other payor, and if we are obligated to return such funds we may setoff against any of your Accounts in order to recover the returned amount. This provision does not apply to IRA or tax-qualified Accounts, to consumer credit card obligations or where otherwise prohibited by Applicable Law. You agree to indemnify and hold us harmless from any claim arising from our exercise of our setoff rights.

Death or Incompetence

You agree to notify us immediately if any Account owner dies or is declared incompetent by a court. We may freeze your Account and prohibit or restrict withdrawals and deposits upon being notified of the death or incompetence of any Account owner until all the obligations according to this Agreement and Applicable Law have been met. We are not required to release your funds until we receive any documentation we reasonably request to verify the death or incompetence and determine who is entitled to the funds. We may comply with court orders and take instructions from court-appointed representatives, guardians or conservators from states other than the state where the Account is maintained or the Account owner resides.

Dormant and Abandoned Accounts

Except where prohibited by Applicable Law, we will consider an Account to be dormant if there has been no credit or debit activity initiated by you for a period of (i) twelve (12) months for checking and savings Accounts, and (ii) thirty-six (36) months for 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. See the Retail Product Features and Fees for details. We reserve the right not to send statements on Accounts we consider inactive or dormant.

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

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SECTION 2:**GENERAL TERMS APPLICABLE TO ALL FIRST MIDWEST RETAIL ACCOUNTS (continued)**

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.

Property of any kind held in an IRA is not presumed abandoned except as provided by Applicable Law.

Closing the Account

You can close your Account at any time for any reason by giving us written notice, provided all fees have been paid and all Items have been collected.

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 it has a negative balance. See the Retail Product Features and Fees for more information on these fees. 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 it 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 Account 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 they are paid in full. We have the right to advise credit bureaus if your Account is closed for misuse and this may be reflected in your credit report. 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 related to the Account, including but not limited to indemnification obligations and limitations on liability, will survive and remain binding on both you and us even after the Account is closed.

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

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SECTION 2:

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

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

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; however, all balances in the holding sub-Account will be transferred to the transaction sub-Account with the sixth transfer in any calendar month or monthly statement period. 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.

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 3: 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 who opens an Account. To open an Account, you must provide us with current identification and an accurate Taxpayer Identification Number (typically a Social Security Number). We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A minor generally cannot be the sole owner on a checking or savings Account, but can open an Account with a joint owner age 18 or older.

Taxpayer Identification Number

You agree to provide us the accurate Taxpayer Identification Number (typically a Social Security Number) for each person listed on the Account. When you execute a signature card or submit an account application or other account opening documents, you certify that the Taxpayer Identification Number you provided is correct

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SECTION 3: ACCOUNT OWNERSHIP (continued)

and you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account.

Verifying Client Information

You agree that we may verify information provided by you by any necessary means, including obtaining and reviewing a credit report from a credit reporting agency.

Account Ownership - Responsibility

We offer the types of Accounts listed below including individual, joint (with right of survivorship), trusts, trustee and other fiduciary, custodial and UTMA accounts, as described below. You acknowledge that if your Account is set up under one of these categories, it is your sole responsibility to determine the legal effects of opening and maintaining an Account of this nature.

Account Ownership - Individual and Joint Accounts

Individual Accounts are owned by one person.

Joint Accounts are owned by two or more people. If an Account has multiple owners (as specified on the signature card or other account opening documentation), any owner can make deposits or withdrawals, pledge the Account funds as collateral for any obligation, and engage in all other transactions in connection with this Account whether the other joint owners are living or not. We have the right to endorse any checks, drafts or other orders for payment made out to any of the owners. Once they are endorsed, we can deposit these Items into the joint 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 Losses in connection with any of the foregoing acts by one or more joint owners. All owners agree jointly and severally to pay the Bank for service charges, fees or expenses due under this Agreement.

You agree to notify us of the death of any joint owner. Unless the Bank agrees otherwise in writing, if two or more people open an Account we will treat the Account owners as joint tenants with right of survivorship. If one or more of the joint owners dies, you agree that their interest in the Account is transferred to the remaining owners. If your joint Account is without right of survivorship, upon the death of one of the joint owners that person's proportionate ownership interest will be transferred to the estate of the deceased owner, subject to the right of the Bank to act upon the written instructions of any or all of the remaining joint owners. The balance will be paid in unequal shares upon a joint owner's death only if there was a prior written agreement with the Bank defining the unequal ownership shares in the Account. We reserve the right not to release funds until all legal documents we require or reasonably request are delivered to us.

Trusts: Revocable, Totten Trust or Payable on Death Accounts

If a deposit has been made by you, the depositor, as trustee for a beneficiary without presenting formal trust papers, and you have executed the proper signature card and/or such other documentation as we require, this deposit will be treated as a Totten Trust Account. Upon your death, if you are the sole trustee, the beneficiary shown on the Account and our records or the beneficiary's legal representative will become the owner of the Account. If two or more of you create such an Account, you own the Account jointly with right of survivorship unless you specify otherwise. A beneficiary on this type of Account cannot make withdrawals unless: (i) all persons creating the Account die, and (ii) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the Account owner(s), such beneficiaries will own the Account in equal shares unless otherwise indicated, without right of survivorship. You have the right to change beneficiaries on a revocable or Totten Trust or Payable on Death Account, but if you wish to do so you must complete and execute a new signature card and/or such other documentation that we require naming the new beneficiary. The Taxpayer Identification Number of the trustee will be used for income-

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SECTION 3: ACCOUNT OWNERSHIP (continued)

reporting purposes. Even if the Account is titled as a “fiduciary” Account with you acting as the fiduciary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary.

Trustee and Other Fiduciary Accounts

These Accounts are held by one or more people 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 authority. No trustee or other fiduciary such as an executor, administrator, guardian or personal representative may engage in transactions involving the Account unless they have executed a signature card and given us a copy of a trust agreement, court order or other authority that authorizes the person to act.

If you are a trustee or other fiduciary, you represent and warrant that: (i) you are a legally 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 authority 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 or authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities.

If legally permitted, you may delegate your powers and authorities to a third party acting as your agent. We may in our sole discretion limit the powers and authorities you may delegate to an agent, and we may limit you to only one agent, whose appointment must be approved by all fiduciary Account owners. Such delegation must be made in a form satisfactory to us, kept in our records, and indemnify and hold us harmless for any actions we or your agent take regarding your Account.

If a person requests withdrawal of funds held in the Account, we reserve the right to require evidence that the person has authority to do so. We will not advise you regarding any legal, regulatory or other fiduciary obligations you may have, and we will not monitor your exercise of fiduciary duties. We have no obligation to monitor Account activity to ensure that you are acting for the benefit of the Account’s beneficiaries. We will not provide periodic statements or annual summaries to anyone other than you, including anyone holding a beneficial interest in the Account, nor will we provide additional information you may be required to provide under Applicable Law or court order, or to any auditor, court or government agency.

In addition to your obligations 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 the withdrawal to provide documents or authorizations requested by us. You also agree to release and indemnify us for any claim arising from: (i) any representation or warranty made to us by you that is, false, 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. Even if the Account is titled as a “fiduciary” Account with you acting as the fiduciary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary.

Custodial and Uniform Transfers to Minors Act (“UTMA”) Accounts

If you want to gift money to a minor child you can do so and name yourself or another adult as custodian to handle the money under the UTMA. Under the UTMA the funds in the Account are owned by the child. Upon the minor reaching the age of majority under Applicable Law, the custodian may direct the Bank to close the Account and transfer the funds to the child. Before then the Account may only be accessed by the custodian and the funds may be used only for the benefit of the child.

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SECTION 3: ACCOUNT OWNERSHIP (continued)

We will not monitor or ensure that the custodian or successor custodian is acting for the benefit of the minor. The Taxpayer Identification Number of the minor will be used on the Account for income-reporting purposes. You will not be allowed to pledge this Account as collateral for a loan. Even if the Account is titled as a “fiduciary” Account with you acting as the fiduciary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary.

Power of Attorney

If you wish to appoint an agent to conduct transactions on your behalf, you must have your agent execute the signature card in that capacity, and/or provide us with a Power of Attorney (“POA”) in a form we agree to accept. We reserve the right to refuse to honor any POA, and you agree that we are authorized but not required to honor a POA. A POA lasts until your death or until the death of the person given the power. If the POA is not “durable,” it may be revoked when you become incompetent. We may continue to honor the transactions of the agent until we receive written notice that you have revoked the POA or of the death of the Account owner, and we have had a reasonable opportunity to act on the notice. You agree to hold us harmless for any Losses or damages you may incur as a result of our following instructions given by your agent acting under a POA. We will not monitor the exercise of authority by the agent to ensure the agent is acting for your benefit.

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 the 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 your personal information changes, including your name, address, email address, phone number, ID number (Social Security or Tax Identification Number) or your residency or citizenship. 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.

Account Notices; Change of Address

Notice from us to any owner of the Account by any means, including electronic notices if you have agreed to such delivery method, shall constitute notice to all Account owners. All statements, notices and other communications and writings given by the Bank in connection with an Account (collectively, “Notices”) shall

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SECTION 3: ACCOUNT OWNERSHIP (continued)

be deemed given when sent to the address we have on record or to such address designated by any owner of the Account. 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. 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. See the Retail Product Features and Fees for details. 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 4: DEPOSITS AND WITHDRAWALS

Prior Written 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, night depository, First Midwest Bank ATM, electronic funds transfer, Mobile Banking, Online Banking, direct deposit, or such other deposit methods as we may make available from time to time. Items sent by mail or deposited in night depositories are not considered received by the Bank until actual delivery by the U.S. Postal Service or until removal from the depository. 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.

We specifically reserve the right to refuse, limit, or return all or any part of your deposit. All Items accepted for deposit or collection are credited to your Account subject to final payment and receipt of proceeds by us. This means that until we have actually received the funds or until such Items become final under Applicable Law, a deposit Item can be returned and charged back to your Account even if this causes your Account to become overdrawn. We are not liable for any Losses caused by the negligence or failure of our agents, correspondents, or other banks while the Item is in their custody or in transit. We are not responsible for Items lost or delayed in the collection process. If there are special fees for collecting your deposit, you agree to pay them.

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. 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.

Endorsements

We reserve the right to require your personal 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

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SECTION 4: DEPOSITS AND WITHDRAWALS (continued)

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 1 1/2 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 longer or shorter if the transaction is related to an electronic funds transfer including a Card transaction (see Section 7 for details), a substitute check (Section 6), or a wire transfer (Section 10).

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.

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

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SECTION 4: DEPOSITS AND WITHDRAWALS (continued)

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 Check

If you do not want us to pay a check you have issued, you can request us to stop payment of that check. Any Account owner may order us to stop payment on a check and we will charge a fee. See the Retail Product Features and Fees for details. 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 on the information in the stop payment order 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. We have no obligation to notify you when your stop payment order expires. If you want to release a stop payment order, you must tell us in writing. 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.

When you place a stop payment order, you agree to indemnify us for all Losses we incur due to our refusal to pay the Item. 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. See the Retail Product Features and Fees for details.

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 its creation and you authorize the Bank to process it for payment. At our discretion we may accept the demand draft for deposit, refuse to accept the demand draft or accept it as a conditional deposit until the amount is collected by the Bank, in which case our Funds Availability Policy (see Section 9 of this Agreement) will not apply. You agree to pay all costs incurred by the Bank by depositing the demand draft in your Account.

Check Cashing for non-Bank Clients

If someone who is not a Bank client tries to cash a check or other Item from your Account at one of our branches, we may charge them a fee or refuse to cash it. The maximum amount that will be disbursed to a non-client at any time is \$9,999.99. We may also require them to provide us with identification acceptable to us.

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SECTION 4: DEPOSITS AND WITHDRAWALS (continued)

Facsimile Signatures and Signature Devices

We may require original signatures signed on paper by the person named in a document, or at our discretion we may accept signatures by facsimile, PDF or other electronic means. If we accept a signature by facsimile, PDF or other electronic means, you agree that we are authorized to rely on and accept the signature as genuine without any duty to determine whether it is valid. You agree that you will bear the risk of any unauthorized signature submitted by facsimile, PDF or other electronic means. You further agree to reimburse, indemnify and hold us harmless from and against any Losses arising from the unlawful use, unauthorized use, or misuse of a signature submitted by facsimile, PDF or other electronic means in connection with your Account.

You cannot use a facsimile signature stamp or other mechanical signature device to sign checks or other Items related to your Account unless specifically authorized by us in a separate written agreement. We may refuse to honor checks drawn by means of a 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 a signature appearing on any check that was issued previously that you did not report as unauthorized. In doing so, we are authorized to rely on and accept as genuine signatures that you have accepted by prior use without any duty by us to determine their validity. You agree that if you use an automatic check-writing service that operates through the use of a personal computer, a facsimile signature, or a stamp, you have the sole responsibility for maintaining the security of the device and bear the entire risk of unauthorized use of such 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 devices will be the same as if the check were signed by you. You also agree to indemnify and hold us harmless from and against any Losses arising from the unlawful use, unauthorized use, or misuse by any person of such device that reasonably resembles the signature you use.

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 are not responsible for Losses or delays that result from improper printing on checks or other documents you obtain through someone else. We may refuse to accept for deposit or pay checks we cannot process using our standard equipment. You agree to protect your checks and other Account forms from theft and unauthorized use, and to notify us immediately if you become aware that any checks or forms are lost or stolen. You are responsible and hold us harmless for any Losses you suffer if: (i) a check you issue or deposit you make is returned, (ii) processing of a check is delayed as a result of any writing or marking that you or a prior endorser place on the front or back of the check, (iii) there is improper printing on a check, (iv) you fail to maintain adequate safeguards against unauthorized use, or (v) you fail to issue checks in a manner so as to prevent unauthorized completion, alteration or addition.

Postdated, Stale, and Conditional 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. We are not required to honor any conditional or restrictive legends on checks you write.

Signature Requirements

We are not responsible 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 (for example, a check), 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.

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SECTION 4: DEPOSITS AND WITHDRAWALS (continued)

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 an Account statement on a periodic basis, generally monthly. Each statement will reflect Account activity posted to your Account prior to the statement cut-off date. If you have an Account where checks are truncated (the Bank safe keeps checks) you will not receive check images. 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.

Combined Statements

You may choose to receive a combined statement (i.e., one statement that reports activity for two or more linked Accounts) rather than individual statements. You understand that information regarding your Account may be available to other owners for those Accounts that appear on the combined statement, including your personal or confidential information such as your transaction history or Account status, and you agree that your request for combined statements constitutes your consent to the disclosure of that information to such persons and that we are not responsible for such disclosure.

Provisional Payments

Your statement will serve as notice of any ACH credits or debits to your Account. You agree that we are not required to provide any other notice to you of receipt of funds transfers. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to debit from your Account the amount credited to you in connection with the entry, and the party making payments to you via the entry (for example, the originator of the entry) shall not be deemed to have paid you in that amount.

SECTION 5: OVERDRAFTS AND RETURNED ITEMS, TRANSACTION PROCESSING ORDER, AND WHEN FEES ARE CHARGED

An Overdraft occurs when you do not have enough available funds in your Account to cover a transaction, but we pay it anyway. The best way to avoid Overdrafts and Returned Items is to know your Available Balance and consider each transaction, including debit Card transactions or written checks, as reducing your Available Balance immediately.

Your Available Balance and How Preauthorized Transactions Can Affect It

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). 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. See the Retail Product Features and Fees for details.

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SECTION 5: OVERDRAFTS AND RETURNED ITEMS, TRANSACTION PROCESSING ORDER, AND WHEN FEES ARE CHARGED (continued)

Your Available Balance will decrease when debits or Holds for preauthorized Card transactions are posted to your Account. When the Bank places a Hold on your Account for any Card transaction we preauthorize, the Hold will reduce your Available Balance 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, and may be different than the final settlement amount. Because the Hold for a preauthorized Card transaction 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.

How We Process (Post) Transactions to Your Account and How Overdrafts Can Happen

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 in the table below. An Overdraft is created if during processing your Available Balance is not sufficient to pay for any Item posted to your Account, which may include fees assessed by the Bank against your Account. If we pay an Item that overdraws your Account, you will be charged an Overdraft Fee, and if we return the Item unpaid, you will be charged a Returned Item Fee. See the Retail Product Features and Fees for details. The Bank is not obligated to pay any Item presented for payment if your Account does not contain a sufficient Available Balance. You cannot rely on the Bank to honor or pay future Items based on the Bank's payment of past Items.

The Bank is allowed 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 reserve the right to change how we order transactions for processing at any time. Currently, at the end of each Business Day we subtract debits from your Account in the following order:

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**SECTION 5:
OVERDRAFTS AND RETURNED ITEMS, TRANSACTION PROCESSING ORDER,
AND WHEN FEES ARE CHARGED (continued)**

PROCESSING ORDER	DEBIT CATEGORIES	PROCESSING ORDER WITHIN CATEGORY
1	Overdraft Fees and Returned Item Fees	Lowest to highest dollar amount order
2	Chargebacks, levies and garnishments (including any Chargeback fees)	Lowest to highest dollar amount order
3	Wire transfers (including any wire transfer fees)	Lowest to highest dollar amount order
4	Withdrawals made at a First Midwest Bank branch (including on-us checks cashed over the counter); telephone transfers, including transfers made using the automated First Midwest Bank-Line and Telephone Banking (including any telephone transfer fees); transfers made using Online Banking; and non-scheduled debits made at your request for payment on a First Midwest Bank loan	Lowest to highest dollar amount order
5	ATM withdrawals, debit Card transactions and person-to-person payments (e.g., Zelle or Venmo®) paid on that Business Day	Order they were withdrawn or authorized. If transactions are received by us at the same time, they are processed in lowest to highest dollar amount order
6	ACH transactions, including Bill Pay Online Banking payments	Order received by us, and if received at the same time they are processed in lowest to highest dollar amount order
7	Checks, drafts and other Items presented for collection	Check number order as available for processing on that Business Day. If a check without a number is presented, it and any other unnumbered checks will be paid first in lowest to highest dollar amount order, followed by numbered checks in number order
8	Any other automatic loan payments made to a First Midwest Bank loan	Lowest to highest dollar amount order
9	Scheduled transfers to another Account or an account at another financial institution	Order such scheduled transfers were authorized by you
10	Any fees and debits not included in one of the above categories	Lowest to highest dollar amount order

When Overdraft Fees and Returned Item Fees are Charged

The Bank may, in its sole discretion, transfer funds from one of your Accounts regardless of ownership (single or joint) and regardless of Account type to provide funds when the Bank receives Items that would result in an Overdraft in another of your Accounts. The Bank is under no obligation to do this, and may pay or return the Items. For example, the Bank typically does not pay Items that would Overdraft your Account if your Account is not in good standing or if you are not making regular deposits. If the Bank chooses to pay the Item, each Account owner agrees to reimburse the Bank immediately for the amount of the Overdraft and any associated fees, whether the Overdraft was caused by you or another authorized user on the Account. If you have a joint Account, all joint owners will be jointly and severally liable for any Overdraft plus any related fees, regardless of which owner initiated or presented the Item that resulted in the Overdraft.

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**SECTION 5:
OVERDRAFTS AND RETURNED ITEMS, TRANSACTION PROCESSING ORDER,
AND WHEN FEES ARE CHARGED (continued)**

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. The maximum number of Overdraft Fees and Returned Item Fees you will be charged each calendar day is five (5). In addition to these fees, you will be charged a Continuous Overdraft Fee following the seventh consecutive calendar day your Account remains overdrawn, and for each subsequent seven (7) consecutive calendar day period your Account remains overdrawn. The Continuous Overdraft Fee will be charged on the first Business Day following each such seven (7) consecutive calendar day period your Account remains overdrawn. See the Retail Product Features and Fees for details.

Your Responsibility if Your Account Has an Overdraft

If you have an Overdraft on your Account (including transactions that created an Overdraft that we have paid on your behalf, plus any fees), you must make a deposit or transfer promptly to return your Account to a positive Available Balance. If you fail to bring your Account to a positive Available Balance, we may close your Account. We may also report you to consumer reporting agencies and make efforts to collect the amount you owe us, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. You authorize us to apply any deposit to your Account, including any federal or state benefits, to pay the amount of any Overdraft and related fees. You understand that if you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

Available Overdraft Services for Your Account

We offer the following Overdraft protection services. Contact Customer Care Center at 1.800.322.3623 to learn more about the terms, including fees, associated with these services and to see if you qualify.

1) Overdraft Protection, Including Optional Coverage of ATM and “Everyday” Debit Card Transactions

Overdraft Protection is an option for certain Accounts, and if yours is eligible we will notify you. It is not a line of credit. With standard Overdraft Protection, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks and automatic bill payments. However, the Bank generally will not pay ATM and everyday debit Card transactions that would overdraw your Account unless you request Overdraft Protection with Extended Coverage. You can request Overdraft Protection with Extended Coverage for ATM and everyday debit Card transactions at any time. An “everyday” debit Card transaction is a single, non-recurring transaction. Examples include transactions at a merchant location or purchases made by telephone or online.

If you are eligible for Overdraft Protection but you want to cancel it and direct the Bank to return Items that would cause an Overdraft, please contact your Personal Banker. You can also contact our Customer Care Center by telephone at 1.800.322.3623 or by mail at: First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431. We will implement your request within a reasonable time after we receive your notice.

2) Ready Cash Line of Credit

Ready Cash Line of Credit is a line of credit that can provide coverage for Overdrafts and help you manage unexpected expenses. With a Ready Cash Line of Credit, funds from your credit line will be transferred into your Account, up to your approved credit limit, when your Available Balance is depleted. Transfers from your Ready Cash Line of Credit into your Account will occur if (i) the Available Balance in your Account becomes negative, and (ii) there is sufficient available credit in your Ready Cash Line of Credit. A fee will be charged

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**SECTION 5:
OVERDRAFTS AND RETURNED ITEMS, TRANSACTION PROCESSING ORDER,
AND WHEN FEES ARE CHARGED (continued)**

for each transfer from your Ready Cash Line of Credit and finance charges apply. See the Retail Product Features and Fees for details. Ready Cash Line of Credit is subject to credit approval. If your Account has a Ready Cash Line of Credit associated with it, the terms and conditions contained in your Ready Cash Personal Line of Credit Agreement and Disclosure Statement will control with respect to Overdrafts and this service.

3) Custom Auto Transfer

With Custom Auto Transfer, you can link your checking, savings, or money market Account (“Transfer From” Account) to your checking Account (“Transfer To” Account) to provide coverage for Overdrafts. We will transfer funds from your “Transfer From” Account to your “Transfer To” Account if (i) the Available Balance in your designated “Transfer To” Account becomes negative or drops below your designated minimum balance, and (ii) there is a sufficient Available Balance in your “Transfer From” Account. A fee will be charged for each transfer. See the Retail Product Features and Fees for details. If your Account has Custom Auto Transfer associated with it, the terms and conditions contained in your Custom Auto Transfer agreement will control with respect to Overdrafts and this service.

SECTION 6: SUBSTITUTE CHECKS AND YOUR RIGHTS

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with “substitute checks.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other laws with respect to those transactions.

What are my Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, Returned Check Chargeback fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) no later than forty-five (45) calendar days after we receive your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

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SECTION 6: SUBSTITUTE CHECKS AND YOUR RIGHTS (continued)

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us at our Customer Care Center at 800.322.3623 or write First Midwest Bank, Attn Customer Care 3800 Rock Creek Blvd., Joliet, IL 60431. You must contact us within forty (40) calendar days of the date that we sent (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you have suffered a loss; and
- Copies of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check and the amount of the check.

SECTION 7: ELECTRONIC FUNDS TRANSFERS

We provide a number of electronic funds transfer services for your Account. You may be required to sign a separate agreement or be given additional disclosures when you enroll in one of these services. The provisions in this section apply to electronic funds transfers to or from your consumer Account that are governed by Part A of Regulation E. They do not apply to wire transfers (see Section 10) or transactions initiated using a card issued by someone other than the Bank. If you have questions regarding transactions initiated using a card issued by a third-party, you must contact them for assistance.

Types of Electronic Funds Transfer Services We Offer

An “electronic funds transfer” is any transaction that is accomplished electronically to debit or credit a consumer account, as well as all transfers resulting from debit Card transactions. 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 employer payroll, government benefits or other direct deposits or bill payments to third parties
- First Midwest Bank-Line or telephone transfers
- ATM transfers
- Card transactions, including purchase transactions
- Online Banking transfers, including Online Bill Pay transactions
- Mobile Banking transfers, including Mobile Bill Pay or *Zelle* payment transactions

First Midwest Bank-Line, Online Banking, Bill Pay Online Banking, and Mobile Banking

You can use these services to conduct transactions on your Account. A separate agreement may be required. The terms of this Section 7 apply to transfers initiated using these services and in the event of a conflict, any separate agreement or service terms will control to the extent of any inconsistency. All communications and access to your Account and electronic funds transfers initiated using these services 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.

(continued on next page)

SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

Business Days

Our Business Days for providing electronic funds transfer services are all days except Saturdays, Sundays and federal holidays.

How to Make a One-time Electronic Debit or Electronic Check Conversion from Your Account

You may authorize a merchant or other payee to collect a one-time electronic payment from your checking Account using information from your check to pay for purchases or to pay bills. If you give your Account number or a sample check to a person, merchant or other business who is seeking to sell you goods or services or receive a payment from you, or you issue a check to such person, merchant or business, we may treat such disclosure or issuance as your authorization to accept electronic credits or debits against your Account, including any fees for electronic presentment of an Item that overdraws your Account. Unless you notify us that such electronic payments are not authorized, we are not liable for any payment we receive even if the electronic transfer is not in accordance with the authorization you may have given to that third party.

If a third party elects to convert the particular check you issued into an electronic funds transfer, you will not receive an image of the canceled check with your statement because we did not receive the check. Please see Section 4 under the heading "Statements" for more information.

How to Stop Payment on Certain Electronic Transfers

If you have told us in advance to make regular payments from your Account or you authorized an electronic funds transfer from your Account, including recurring payments with a First Midwest debit Mastercard®, you may stop a payment by contacting our Customer Care Center at 800.322.3623 or writing to First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. We will require the exact dollar amount, the name of the party to whom you gave the check or authorization, and the check number, if applicable. We will charge you a fee for stop payment orders as provided in the Retail Product Features and Fees. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

If recurring payments from your Account vary in amount, the person you are going to pay will notify you at least ten (10) calendar days before each payment. This notice will tell you when it will be paid and how much it will be.

You may request a one-time stop payment for a single electronic funds transfer or a permanent stop for recurring transactions, including recurring First Midwest debit Mastercard® transactions. There is no expiration for stop payments placed on electronic funds transfers, including recurring First Midwest debit Mastercard® transactions. You cannot stop payment on any single purchase or cash withdrawal originated by you or someone else using your Card or any card issued by a third party, and we have no obligation to honor any such stop payment request by you. However, we will accept stop payment requests on recurring First Midwest debit Mastercard® transactions.

Our Liability if We Fail to Stop a Payment or Make a Transfer

If we do not complete a transfer to or from your Account on time or in the correct amount as required by this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money available in your Account to make the transfer.

(continued on next page)

SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

- If the ATM where you are making the transfer does not have enough cash.
- If the ATM or ATM network was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If a merchant or financial institution refuses to honor your Card.
- If a transfer is not completed due to systems or communications failure.
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions.
- If there is an allegation of fraudulent activity concerning your Account.
- If other Bank agreements, terms or disclosures so provide.

When We will Disclose Account Information to Third Parties

We will disclose information to third parties about your Account or the transfers you make:

- Where it is necessary for completing or tracing a transfer, or resolving errors or claims;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- To comply with government agency demands or court orders;
- In order to comply with Applicable Laws, network rules, or the terms and conditions of third-party service providers;
- If you give us written permission; or
- As permitted by the Agreement and our Privacy Notice.

Your Right to Receive Documentation of Transfers

- Preauthorized Credits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) calendar days from the same person or company, you can find out whether the deposit has been made by viewing your transaction activity in Online Banking or Mobile Banking or calling us at the phone number shown on your periodic statement. These electronic deposits will also appear on your periodic statement.
- Account Statements: A statement of each Account will be furnished to you each month in which an electronic transaction is initiated, or at least quarterly.
- ATM or Point-of-Sale ("POS") transfers: A receipt will be made available at the time you conduct a transaction using your Card, unless the terminal is not working properly or you elect not to receive a receipt. No receipt is needed on transactions of \$15 or less at merchant locations. We are not responsible for the failure of a merchant or owner/operator of an ATM to give you a receipt for a transaction.

How to Contact Us in Case of Errors or if You Have Questions about an Electronic Transfer

Contact us AT ONCE if you believe your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. During business hours please call our Customer Care Center at 800.322.3623 or write First Midwest Bank, Attn: Online Banking, 3800 Rock Creek Blvd., Joliet, IL 60431. Telephoning is the best way to keep your possible losses down. You could lose all your money in your Account plus your maximum overdraft line of credit.

We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared. You must

- Tell us your name and Account number,
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information, and

(continued on next page)

SECTION 7: ELECTRONIC FUNDS TRANSFERS (continued)

- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days (or ninety (90) calendar days if related to new Accounts, POS or foreign-initiated transactions) to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) Business Days (or five (5) Business Days if related to POS Card transactions; and up to twenty (20) Business Days for new Accounts) for the amount you think is an error, so that you will have the use of the money while we complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

We will tell you the results within three (3) Business Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

How to Contact Us If You Think There has been an Unauthorized Transfer or Your Card or PIN has been Lost or Stolen

Contact us AT ONCE if you believe your Card or Personal Identification Number (“PIN”) has been lost or stolen, or if you believe that an electronic transfer has been made without your permission, including the use of information from your check. During business hours please call our Customer Care Center at 800.322.3623. To report a lost or stolen Card outside of regular business hours contact the Lost and Stolen Card Center at 800.236.2442 or write First Midwest Bank, Attn: Customer Care Center, 3800 Rock Creek Blvd., Joliet, IL 60431. Telephoning is the best way to keep your possible losses down. You could lose all of your money in your Account plus your maximum overdraft line of credit.

If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without permission. If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us in time, you could lose as much as \$500.

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) calendar days after we send the statement to you, you may not get back any money you lose after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If unusual circumstances arise that keep you from telling us, we will extend either time period.

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 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, “Electronic Funds Transfers.”

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:

- Withdraw cash from an Account that you have designated to be accessed by your Card and PIN.
- Make deposits to your designated Account at Bank ATMs.
- Transfer funds between designated Accounts.
- Make payments on loans.
- Make balance inquiries on designated Accounts.
- Pay for purchases at places that have agreed to accept the Card. (Some services may not be available at all card terminals.)
- Pay bills directly from your Accounts in the amount you request.
- Your Health Savings Debit Mastercard® may only be used for qualified health care purchases.

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 ATM or other automated terminals at which the Card may be used. However, we have 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. You agree to immediately report to us any loss, theft, disappearance, or suspected or known unauthorized use of the Card or disclosure of the PIN.

Our Authorization to Debit or Credit Your Account

Each time your Card is properly used, you authorize us to debit or credit your Account, as appropriate, for the total amount of all deposits, withdrawals, purchases and transfers initiated through use of your Card. We are permitted to handle such deposits, withdrawals, purchases and transfers in the same way we handle 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, you may use the Card 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.

Card 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, Card transaction limits are as follows:

- ATM Card: Limited to 99 withdrawals or \$500 per day, whichever comes first.
- Debit Mastercard®: Limited to 25 withdrawals or \$1,000 per day, whichever comes first.

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SECTION 8: ATM AND DEBIT CARD TERMS (continued)

- World Debit Mastercard®: Limited to 25 withdrawals or \$1,500 per day, whichever comes first.
- Health Savings Debit Mastercard®: Limited to 5 withdrawals or \$500 per day, whichever comes first.

Purchase Transaction Limits (PIN and Signature Based)

Unless a different amount was disclosed to you, purchase transaction limits are as follows:

- Debit Mastercard®: Limited to 25 purchases or \$3,500 per day, whichever comes first.
- World Debit Mastercard®: Limited to 25 purchases or \$5,000 per day, whichever comes first.
- Health Savings Debit Mastercard®: Limited to 5 PIN or 10 signature purchases or \$2,500 per day, whichever comes first.

First Midwest Cash Advance Limits

Unless a different amount was disclosed to you, cash advance transaction limits are as follows:

- Debit Mastercard®: Limited to 25 advances or \$3,500 per day, whichever comes first.
- World Debit Mastercard®: Limited to 25 advances or \$5,000 per day, whichever comes first.
- Health Savings Debit Mastercard®: Limited to 5 advances or \$2,500 per day, whichever comes first.

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 and/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. See the Retail Product Features and Fees for details.

ATM 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 other Account of any Client authorized to use the Card, 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.

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 if you have a 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.

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SECTION 8: ATM AND DEBIT CARD TERMS (continued)

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. If you have asked the Bank to extend your Overdraft Protection to pay everyday debit Card transactions that result in an Overdraft and a Card transaction results in an Overdraft, you will be responsible for any Overdraft Fees and must bring your Account to a positive balance immediately.

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. See the Retail Product Features and Fees for details. 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 a foreign bank and/or payable in a foreign currency are not subject to this Funds Availability Policy and may be subject to Holds.

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SECTION 9: FUNDS AVAILABILITY POLICY (continued)

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, "Overdrafts and Returned Items."

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)
All First Midwest Bank ATM Locations and Point of Sale ("POS") Deposits*	Monday - Friday: 6:00pm CT
Account Transfers** via Online Banking and Mobile Banking (including Zelle transfers)	Monday - Friday: 8:00pm CT
Account Transfers via Bank-Line	Monday - Friday: 8:00pm CT
Check Deposits via Mobile Banking	Monday - Friday: 5:00pm 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 or Mobile Banking as applicable.

After-Hours Deposits

Certain deposits and incoming transfers 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

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SECTION 9: FUNDS AVAILABILITY POLICY (continued)

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

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 and 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 to be available 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 previously 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 checking Account customer, 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 on which 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 being 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 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

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SECTION 9: FUNDS AVAILABILITY POLICY (continued)

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: WIRE TRANSFERS

The following terms will apply 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. Wire transfers are not "electronic funds transfers" governed by Section 7 of this Agreement.

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 business who receives the payment. A "Remittance Transfer" is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a beneficiary in a foreign country. Remittance Transfers are also governed by the Electronic Funds Transfer Act. You have certain rights in connection with Remittance Transfers, which will be explained at the time you initiate a Remittance Transfer.

With respect to wire transfers, you agree to be bound by any rules and regulations then in effect governing the use of any system through which such 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 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 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 or on behalf of you. You acknowledge that the Security Procedures are used to verify the authenticity of, and not to detect errors in, any payment order.

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SECTION 10: WIRE TRANSFERS (continued)

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. 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 cut-off 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.

Transfers in Foreign Currency

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. For Remittance Transfers, Bank will provide certain required fee and payment disclosures at the time of initiation.

Cancellation or Amendment

With respect to Remittance Transfers, you have thirty (30) minutes to request the Bank to amend or cancel the payment order. For all other wire transfers, 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 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

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SECTION 10: WIRE TRANSFERS (continued)

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 agree to reimburse and indemnify 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. This paragraph does not apply to Remittance Transfers. For Remittance Transfers, the Bank will provide the applicable disclosures at the time of initiation.

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. 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 11: 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 Personal Banker 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,

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SECTION 11: ARBITRATION AGREEMENT (continued)

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.

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.

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SECTION 11: ARBITRATION AGREEMENT (continued)

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.

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

