



A division of  OLD NATIONAL BANK

FIRST MIDWEST BANK E-SIGN DISCLOSURE AND CONSENT Effective August 18, 2021

As part of our relationship with you, we are required by law to provide you certain notices and disclosures “in writing.” By agreeing to this E-SIGN Disclosure and Consent Agreement (“E-SIGN Consent”) we can provide this information electronically. Additionally, by consenting to this E-SIGN Consent, you agree to the use of electronic records and electronic signatures in your relationship and transactions with us.

Capitalized terms used and not defined in this Agreement will have the meanings given in the [Retail Account Agreement and Disclosure](#) (“RAA”). The words “we,” “us” and “our” refer to First Midwest Bank, and the words “you” and “your” mean the individuals [or entity] identified on the applicable Account(s).

Consent to Use of Electronic Records and Signatures; Delivery; Availability. You acknowledge and agree that we may provide you with certain documents in electronic format, and that we are not required to send a paper document to you. However, we reserve the right to provide you with any document or communication in writing, even if you have chosen to receive it electronically. Your consent to receive electronic documents includes, but is not limited to:

- All legal and regulatory disclosures, communications and notices associated with your Account(s) or any services you access or receive from us, including online banking services;
- Periodic Account statements.
- Tax information for Forms 1098, 1099, and 5498
- Notices or disclosures about a change in the terms of your agreements with us and your Account(s), including associated features and responses to claims; and
- Privacy policies and notices.

This E-SIGN Consent and other documents and agreements you consent to receive electronically are collectively referred to as “Documents.” You acknowledge that we are not required to send a paper copy of the Documents to you unless and until you withdraw your consent as described below. If you subscribe to online banking services, certain Documents may be delivered in paper copy until you configure your online banking preferences to select electronic delivery.

All Documents that we provide to you in electronic format will be provided either (i) via e-mail; (ii) by access to a website which will be provided to you in an e-mail notice from us when the Documents are available; (iii) by posting on a website that we designate for that purpose; or (iv) requesting you to download a PDF. It is your responsibility to print or download these electronic Documents if you wish to maintain a copy for your records. You acknowledge that access to a printer and/or scanner equipment may be required to act upon certain Documents provided in electronic format.

You further agree that we may also use electronic signatures and obtain them from you as part of our transactions with you. You acknowledge and agree that by executing any such electronic document with an electronic signature, you will be bound to the terms and conditions of such document as if you had executed a paper copy of such document with a “wet ink” signature. You further acknowledge and agree that an electronic or printed copy of such electronically executed document (together with any applicable screen captures or other records evidencing your electronic signature) will be admissible in a court of competent jurisdiction as evidence of your agreement to or acknowledgement of the terms and conditions contained therein to the same extent as if a document containing a “wet ink” signature had been produced.

You agree that the Electronic Signatures in Global and National Commerce Act (15 U.S.C. § 7001 *et seq.*) and the Illinois Electronic Commerce Security Act (5 ILCS § 175/1-101 *et seq.*) shall apply to (i) this E-SIGN Consent; (ii) any and all additional agreements between you and the Bank; and (iii) our ability to conduct business with you by electronic means.

Hardware and Software. To access, view and retain the Documents that we make available to you in electronic form, you must have the following hardware and software:

- An internet connection;
- An up-to-date version of an internet browser we support, which list can be found at <https://firstmidwest.com/consumeronlinebankingsoftwarerequirements>;
- An email account and the required software to access such account;
- Software that accurately reads and displays Portable Document Format (PDF) files, such as Adobe ® Acrobat Reader;
- Sufficient electronic storage capacity on your computer or mobile device’s hard drive or other data storage unit if you wish to store the electronic Document; you will need a printer if you wish to print out and retain the electronic Documents on paper;
- Access to a printer and/or scanner equipment in order to print, sign and submit certain Documents; and
- A computer or mobile device, and related operating system, capable of supporting the above.

Current Information. You are required to provide us with an accurate and complete e-mail address and other information related to your Account(s), and to maintain and update any changes to the information promptly. You can update information by accessing our online banking services if you have subscribed to those services, by contacting us at 800.322.3623 or by mail at 3800 Rock Creek Boulevard, Joliet, Illinois 60431, or by visiting one of our branch offices.

Option for Paper Copies. At your request, we will send you a physical copy by mail. You may be charged a fee for these copies. Refer to the [RAA](#) and the [Retail Product Features and Fees](#) for more information. Contact us at 800.322.3623 or email us at customer.service@firstmidwest.com.

Consent Withdrawal. You have the right to withdraw your consent and require that we provide you with all Documents in paper form. However, withdrawal of your consent to receive electronic Documents may result in termination of your access to the online banking services if

you have subscribed to those services. Contact us at 800.322.3623 or by mail at 3800 Rock Creek Boulevard, Joliet, Illinois 60431 to withdraw your consent to receive electronic Documents. We will not impose a fee to process the withdrawal of your consent. Your withdrawal of your consent will be effective only after we have had a reasonable period of time to process your request.

By clicking the “I have read, understood, and agreed to the Electronic Consent” checkbox, you: (i) confirm your consent to receive Documents in electronic format; (ii) affirmatively demonstrate your ability to access the Documents in electronic form; (iii) confirm that you have provided a valid e-mail address at which we can send electronic Documents to you; (iv) have access to software and hardware that satisfies the above requirements; (v) agree to the terms of this E-SIGN Consent; and (vi) affix your electronic signature to this E-SIGN Consent.