
IMPORTANT NOTICE AND CHANGE IN TERMS TO THE RETAIL ACCOUNT AGREEMENT AND DISCLOSURE

EFFECTIVE DATE 3.1.21



First Midwest Bank

A division of  **OLD NATIONAL BANK**

**IMPORTANT NOTICE AND CHANGE IN TERMS TO THE
RETAIL ACCOUNT AGREEMENT AND DISCLOSURE (THIS “NOTICE”)**

EFFECTIVE AS OF MARCH 1, 2021

We are updating the terms of our Retail Account Agreement and Disclosure effective as of March 1, 2021 (the “Effective Date”). Please read this Notice and the updated Retail Account Agreement and Disclosure (“RAA”) carefully and keep them with your important records. The RAA governs your Account at First Midwest Bank (the “Bank”). In addition, the Retail Product Features and Fees contains terms that apply to your Account, including the General Fee Schedule, product disclosures, and Account comparison charts that illustrate some of the features of the Bank’s checking, savings and money market Accounts. Keep in mind that additional terms, conditions and fees may apply if you use other services related to your Account, such as Online Banking or Mobile Banking. Capitalized terms used in this Notice have the meanings given in the RAA.

It is important to understand that this Notice does not identify all changes to the RAA terms; it only includes changes required to be disclosed by Applicable Law. You should read the entire RAA and Retail Product Features and Fees carefully to understand the updated terms for your Account. If you have questions regarding this Notice or your new terms, conditions or fees, please contact your personal banker or call our Customer Care Center at 1.800.322.3623.

CHANGES IN TERMS

Fees and Product Terms

Easy Checking Account: The Monthly Maintenance Fee for the Easy Checking Account is increasing from \$7.49 to \$8.99. See page 6 of the Retail Product Features and Fees under the heading, “Monthly Maintenance Fee.”

Excessive Withdrawal Fee – Savings Accounts: There is a new Excessive Withdrawal Fee of \$5 that will be charged for each withdrawal in excess of six (6) made per Analysis Period on all savings Accounts. See page 10 of the Retail Product Features and Fees under section, “Savings and Money Market Account Disclosures” and under the heading, “Savings and Money Market Account General Information,” as well as page 16 of the General Fee Schedule under the heading, “General Services,” in the table labeled “Excessive Withdrawal Fee – Savings Accounts.” The Excessive Withdrawal Fee will be charged for each withdrawal from your savings Account exceeding six (6) per Analysis Period, including but not limited to teller-assisted withdrawals, ATM or debit Card transactions, Account transfers via Online Banking and Mobile Banking, telephone transfers, person-to-person payments (e.g., Zelle®* or Venmo), ACH or preauthorized automatic transfers, and wire transfers.

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

Excessive Withdrawal Fee – Money Market Accounts: There is a new Excessive Withdrawal Fee of \$10 that will be charged for each withdrawal in excess of six (6) made per Analysis Period on all money market Accounts. See page 10 of the Retail Product Features and Fees under section, “Savings and Money Market Account Disclosures” and under the heading, “Savings and Money Market Account General Information,” as well as page 16 of the General Fee Schedule under the heading, “General Services,” in the table labeled “Excessive Withdrawal Fee – Money Market Accounts.” The Excessive Withdrawal Fee will be charged for each withdrawal from your money market Account exceeding six (6) per Analysis Period, including but not limited to teller-assisted withdrawals, checks, ATM or debit Card transactions, Account transfers via Online Banking and Mobile Banking, telephone transfers, person-to-person payments (e.g., Zelle or Venmo), ACH or preauthorized automatic transfers, and wire transfers.

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CHANGES IN TERMS (continued)

Dormant Account Fee for Savings and Money Market Accounts: The minimum savings or money market Account Ledger Balance required to avoid the Dormant Account Fee is increasing from \$500 to \$1,000. The amount of this fee (\$5/month) is unchanged. See the General Fee Schedule on page 16 of the Retail Product Features and Fees under the heading, “General Services.”

Foreign Currency Exchange Small Order Fee: We have clarified that a Small Order Fee of \$10 will be charged for foreign currency exchange transactions under \$300. The Small Order Fee is charged in addition to the Foreign Currency Exchange Fee and applicable costs for a foreign currency exchange transaction. See the General Fee Schedule on page 18 of the Retail Product Features and Fees under the heading, “Foreign Transactions.”

Safe Deposit Box Drill Fee: The Safe Deposit Box Drill Fee is increasing from \$150 to \$225. See the General Fee Schedule on page 17 of the Retail Product Features and Fees under the heading, “Safe Deposit Boxes.”

Health Savings Account: We will begin charging the Image Statement Fee of \$2.50 per month for paper statements with check images on Health Savings Accounts. See the General Fee Schedule on page 17 of the Retail Product Features and Fees under the heading, “Statement Services.” In addition, the transaction limits for purchases made with your HealthCare Debit Mastercard® are changing to allow point-of-sale PIN transactions, which were previously restricted. For purchases made using your HealthCare Debit Mastercard®, the transaction limit is changing to allow 5 PIN or 10 signature transactions or \$2,500 per day, whichever comes first. See Section 8 of the RAA on page 27 under the heading, “Card Transaction Limits.”

Student Checking Account: We will begin charging the Image Statement Fee of \$2.50 per month for paper statements with check images on Student Checking Accounts. See the General Fee Schedule on page 17 of the Retail Product Features and Fees under the heading, “Statement Services.”

Statement Savings Account: We have clarified that you must request a fee waiver, in addition to setting up an automatic savings transfer of \$25 or more from your Midwest Checking Account, in order to have the Monthly Maintenance Fee on your Statement Savings Account waived during the first six (6) Analysis Periods. We have also clarified that you must request a fee waiver for Account owners under the age of 18 in order to have the Monthly Maintenance Fee waived on your Statement Savings Account. See page 12 of the Retail Product Features and Fees under the heading, “Ways to Avoid Monthly Maintenance Fee.”

ATM Card Transaction Fees: We have clarified when we charge ATM Transaction Fees. Debit Card transactions at First Midwest ATMs and Allpoint® ATMs are free; we will charge a \$3 ATM Transaction Fee for debit Card transactions at all other ATMs. ATM Card transactions at First Midwest ATMs are free; we will charge a \$3 ATM Transaction Fee at all non-First Midwest ATMs (including Allpoint® ATMs) for transactions using your ATM Card. See the General Fee Schedule on page 16 of the Retail Product Features and Fees under the heading, “ATM/Debit Card Services.”

General Account Terms

Restricting Your Account: New terms have been added to the RAA permitting the Bank to freeze your Account or block or delay transactions in certain situations that create risk or the potential for losses, including suspected fraud or unauthorized activity and conflicting instructions regarding an Account. If circumstances arise causing the Bank to take any of these actions, it could have the effect of limiting the availability of your funds or your access to your Account. See Section 2 of the RAA on page 6 under the heading, “Restricting Your Account; Blocking or Delaying Transactions.”

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CHANGES IN TERMS (continued)

Bank's Liability for Failure to Stop a Payment or Make a Transfer. In Section 7 of the RAA on page 24 under the heading, "Our Liability if We Fail to Stop a Payment or Make a Transfer," new terms have been added at the bottom of the bulleted list which provide that the Bank is not liable for its failure to stop a payment or make a transfer if there is an allegation of fraudulent activity concerning the Account or if other Bank agreements or disclosures so provide.

Your Liability for Cardholders. New terms have been added to the RAA establishing that the Account owner(s) is responsible if a Cardholder fails to comply with the terms of the RAA. See Section 8 of the RAA on page 27 under the heading, "Cardholders."

Your Liability for Card Transactions. New terms have been added to the RAA establishing that the Account owner(s) is liable for all Card transactions initiated with a correct PIN or signature that reasonably resembles the signature of the Cardholder. See Section 8 of the RAA on page 27 under the heading, "Our Authorization to Debit or Credit Your Account."

Funds Availability Policy: We have changed our Funds Availability Policy for checking Accounts to expedite the availability of certain deposits. Specifically, as of the Effective Date, cash deposits made at a Bank ATM will be available on the same Business Day on which we receive the deposit. See Section 9 of the RAA on page 30 under the heading, "When Your Deposited Funds Become Available." We added a cutoff time for deposits made to a night depository at a Bank branch, which is generally one (1) hour after the branch's scheduled opening time Monday through Friday. See Section 9 of the RAA on page 30 under the heading, "Schedule of Cutoff Times For Deposits." We also added new terms addressing After-Hours Deposits on page 30 under the heading, "After-Hours Deposits." Please read this paragraph carefully as it explains how After-Hours Deposits may appear to increase your Available Balance before the funds actually become available to pay Items posted to your Account. See the new terms below:

After-Hours Deposits

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



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