



## AGENCY AGREEMENT Agent has Investment Discretion

AGENCY ACCOUNT FOR \_\_\_\_\_

ACCOUNT NUMBER \_\_\_\_\_

Date: \_\_\_\_\_

The undersigned, a citizen of the United States, hereinafter called the "Owner", hereby requests First Midwest Bank, hereinafter called the "Agent", to establish and maintain, in the name of the Owner, a Agency Account for all moneys, stocks, bonds, mortgages and other securities deposited herewith (all as more particularly identified on Schedule A), and which may be hereafter deposited with and accepted by you as such Agent under the following terms and conditions:

### PART A GENERAL INSTRUCTIONS

1. As Agent you shall:

(a) Collect the dividends, interest and other income on the securities and other property held in the account and dispose of the same as follows:

\_\_\_\_\_ Credit the Owner's checking/savings account: ( ) quarterly ( ) monthly.

\_\_\_\_\_ Remit to the Owner: ( ) quarterly ( ) monthly.

\_\_\_\_\_ Transfer to the principal of the account

\_\_\_\_\_

(b) Reinvest funds received from the maturity, redemption, sale or other disposition of the securities and other property held in the account,

(c) Furnish a schedule of transactions quarterly. Upon request of the Owner, Agent shall send the Owner written notification of securities transactions pursuant to 12 CFR § 12.4 (a) or (b). Such notification shall be sent to the Owner within a reasonable time of the Owner's request.

"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. What this means for you: When you open an account, 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."

- (d) Furnish an investment review quarterly.
  - (e) Furnish appropriate information for Federal income tax purposes.
2. As Agent you may:
- (a) Hold securities in the name of a nominee of the Agent or a nominee of the depository used by the Agent.
  - (b) Exercise in person or by proxy all voting and other rights with respect to stocks or other securities. Notwithstanding the preceding, and in the absence of a specific direction to the contrary received by the Agent on a timely basis, the Owner directs Agent to vote proxies as recommended by management with respect to stocks or other securities that the Owner has directed Agent to purchase. Owner hereby directs Agent not to disclose **Owner's** name to any corporation which is seeking to provide information to its beneficial Owners. Owner hereby directs Agent not to forward to Owner copies of annual reports relating to stock or other securities held in the account.
  - (c) On behalf of the Owner (1) exchange temporary securities, and (2) execute all instruments, whether Ownership certificates or otherwise, required by any law or regulations for the collection of income.
3. Other instructions.

## PART B INVESTMENT AND ADMINISTRATIVE POWERS

1. As such Agent you shall have the following powers: to retain as an asset of the Agency Account, as long as deemed best, any property now or hereafter transferred hereunder, regardless of the proportion of the Agency Account that such property may constitute; to invest and reinvest assets of the Agency Account in common or preferred stocks, bonds, mortgages, notes or other securities, as the Agent deems best; to pay all costs, taxes, expenses, and charges incurred in the administration of the Agency Account, including reasonable compensation to the Agent; and to do all other acts in the Agent's judgment necessary or desirable for the proper management, investment and distribution of the Agency Account.
2. Notwithstanding the preceding, the Owner may from time to time direct the Agent to retain, purchase or sell specific securities. All such directions shall be in writing or via fax or e-mail. Agent shall have no liability to the Owner or to any other person for complying with such directions. In the case of a direction to retain or to purchase a security, Agent shall not have a duty to review the security and shall continue to hold the security, without liability for so doing, until directed to sell or otherwise dispose of the security by the Owner.

## PART C GENERAL CONDITIONS

The above and all subsequent instructions of the Owner are subject to the following conditions:

- 1) The Agent shall be responsible for the safekeeping of the securities in its actual custody, excepting only loss or destruction caused by an act of God or by reason of war, whether declared or undeclared, or by the act of any executive, legislative, judicial, administration or other governmental or military body or officer, or by any riot or civil commotion, or by other circumstances beyond its control.
- 2) In case of mortgages and contracts for the sale of real estate, the services of the Agent to the Owner will be limited to the physical custody of the mortgage or contract, and related documents deposited, and written notification to the Owner within a reasonable time of any default in payments of principal and interest due under such instruments.
- 3) All instructions should be in writing, but the Agent may in its discretion accept instructions, which it believes to be genuine, from the Owner or his authorized Agent, whether given orally, by telephone, fax, telegraph, or cable. Any such instructions shall be at the sole risk of the Owner both as to the correctness of the message and its authenticity.
- 4) Orders for the purchase and sale of stocks, bonds, mortgages, and other securities shall be placed for the account at the risk of the Owner. The Agent shall not be responsible for any act or omission of any broker or similar Agent, whom the Owner may designate or the Agent may employ, to purchase, sell, or perform any act in respect to any stocks, bonds, mortgages, and other securities at any time held in the account. The Agent shall have no duty to take any action other than herein specified unless the Agent agrees in writing to do so, nor to commence, appear in or defend any legal action with respect to any property held or to be held for the account or with respect to any act taken or omitted by it unless the Owner requests the Agent to do so and the Agent agrees thereto; provided, however, that the Agent may, at its option, commence, appear in or defend any such legal action without the consent of the Owner. The Agent shall have no liability in connection with any act taken or omitted by it in good faith with respect to the account and the Owner agrees to hold the Agent harmless from all liabilities and expense, including but not limited to legal expenses, incurred in connection with any such act or omission.
- 5) Collections of both income and principal shall be made by the Agent in accordance with its usual and customary business practice and the Agent assumes no responsibility regarding such collections beyond the exercise of due care.
- 6) The compensation of the Agent for its services hereunder shall be payable periodically, but not more frequently than monthly, in accordance with its then current fee schedule and may be charged to the account or billed to the Owner in the discretion of the Agent. The Agent's expenses in connection with property held or to be held for the account or any act taken or omitted by the Agent with respect to the account, including but not limited to legal expense, any taxes which the Agent is required to pay in connection with property held or to be held for the account or any act taken or omitted by the Agent with respect to the account, and any payments with respect to any liabilities incurred by the Agent in connection with property held or to be held for the account or any act taken or omitted by the Agent with respect to the account may be charged to the account or billed to the Owner, in the discretion of the Agent.
- 7) If Agent merges or consolidates with any other corporation, or if Agent shall reincorporate or reorganize, or if Agent shall be purchased by another corporation, then the corporation so formed or succeeding to Agent's business shall become successor Agent hereunder vested with all the rights and chargeable with all the duties as set forth hereunder.
- 8) All communications from the Agent shall be to the Owner at the address shown on schedule B, or at such other address as the Owner shall from the time to time direct.

- 9) If this Account is created by an entity, its officers or partners state that it was formed pursuant to state of federal law and continues in good standing except as noted here: \_\_\_\_\_ . The laws of Illinois shall govern this Account. This Account will not be affected by the in competency of the Beneficiary. If all beneficiaries are incompetent, the Agent shall accept the directions of a court appointed guardian.
- 10) Either the Owner or the Agent may revoke or amend this agreement at any time by a written instrument delivered to the other party.

Very truly yours,

\_\_\_\_\_ (Owner)

\_\_\_\_\_ Address

\_\_\_\_\_ Address

\_\_\_\_\_ City State Zip Code

Please enter Social Security  
or Tax Identification Number

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Accepted:

FIRST MIDWEST BANK

BY: \_\_\_\_\_  
ITS OFFICER

**SCHEDULE A**  
**Assets**

## Schedule B

The following rules shall apply with respect to directions, instructions, and modifications of this Account.

Single Beneficiary: Name \_\_\_\_\_  
Taxpayer ID \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Multiple Individual Beneficiaries: Names \_\_\_\_\_  
Taxpayer ID 1 \_\_\_\_\_ Taxpayer ID 2 \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Directions/Modifications Require Signature of:

Any Beneficiary \_\_\_\_\_ All beneficiaries \_\_\_\_\_

Other \_\_\_\_\_

Joint Tenancy/Correspondence/Incapacity:

This Account is a joint tenancy with full right of survivorship and not a tenancy in common unless indicated below. Any communication sent to the designated address shall be considered received by all Beneficiaries. This agreement shall not be affected by the incompetency of any Beneficiary. Regardless of the selection made above, the remaining beneficiary shall be empowered to receive notices, give you directions, or modify this agreement.

\_\_\_\_\_ Check here if relationship is Tenants in Common.

Corporation/Partnership: Entity Name \_\_\_\_\_  
Taxpayer ID \_\_\_\_\_  
Address \_\_\_\_\_  
Telephone \_\_\_\_\_ E-Mail \_\_\_\_\_

Individuals with authority to act on behalf of beneficiary:

\_\_\_\_\_

\_\_\_\_\_

Telephone \_\_\_\_\_ E-mail \_\_\_\_\_

Directions/Modifications Require Signature of:

Any Beneficiary \_\_\_\_\_ All beneficiaries \_\_\_\_\_

Other \_\_\_\_\_

**W-9  
REQUEST FOR TAXPAYER  
IDENTIFICATION NUMBER AND CERTIFICATION**

PART I Taxpayer Identification Number

Social Security Number

Enter your taxpayer identification number on the appropriate line. For individuals and sole proprietors, this is your social security number. For other entities, it is your employer identification number.

\_\_\_\_\_  
Employer Identification Number  
\_\_\_\_\_  
\_\_\_\_\_

PART II For Payees Exempt From Backup Withholding

\_\_\_\_\_  
\_\_\_\_\_

Certification — Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- (2) I am not subject to backup withholding either because I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the IRS has notified me that I am no longer subject to backup withholding (does not apply to real estate transactions, mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA), and payments other than interest and dividends).

Certification Instructions — You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return.

Signature \_\_\_\_\_ Date \_\_\_\_\_

## **First Midwest Bank - Consumer Privacy Policy**

### **Introduction**

At First Midwest Bank, ("Bank"), our mission is to help clients achieve the goal of financial independence by offering the financial resources which will create value over a lifetime. In keeping with this mission, it is also important to us to protect your accounts and your privacy. That is why as part of our standard business practices, we maintain procedures designed to protect confidential information about you. Below, we have outlined the Bank's Consumer Privacy Policy. Such Privacy Policy also applies to, and is part of the standard business practices of, its subsidiaries, as well as First Midwest Bancorp ("Holding Company") and its subsidiaries.

### **We Recognize Your Right To Privacy**

The Bank recognizes our clients' and former clients' ("clients") right to privacy. We will maintain standards to ensure that client information is private and secure at all times.

### **Privacy Summary**

- We do not sell client information.
- We share client information with our subsidiaries and with our Holding Company and its subsidiaries contained within our common database, as permitted by law.
- We do not provide account or other personal information to non-affiliated third parties for the purpose of independent telemarketing or direct mail marketing of any non-financial products or services.
- We do not share any information that requires an "opt-out" from our clients.

### **How Our Collection And Use Of Information Will Benefit You**

The main reason that the Bank collects information about you, is to protect you. The Bank needs to be able to identify you and your products and services in order to prevent access to your personal financial information by unauthorized persons.

We will limit the use and collection of information about you to what is necessary to administer our business, provide superior service, and offer opportunities that we think will be of interest to you. We collect and retain information about you only for specific business purposes.

We will use information that we collect about you in order to:

- Protect and administer your records, accounts, and funds;
- Comply with certain laws and regulations;
- Help us design or improve our products or services; and
- Identify and minimize potential risks to the Bank and our clients.

### **Categories of Information that We Collect**

We collect nonpublic personal information about you from the following sources:

- Information that we receive from you on applications or other forms.
- Information about your transactions with us.
- Information that we receive from a consumer reporting agency such as a consumer credit report.
- Information about your transactions with our subsidiaries.

### **We Maintain Accurate Information**

The Bank recognizes the importance of maintaining accurate information. For that reason, we have established internal procedures to ensure that your financial information is accurate, current, and complete in keeping with reasonable business standards.

Should you believe that our records contain inaccurate or incomplete information about you, please notify us by calling 1-800-322-3623. We will investigate your concerns and correct any inaccuracies.



### **We Limit Employee Access To Information**

The Bank limits employee access to information about our clients and former clients, to those with a business reason to know such information. Employees are informed of the importance of maintaining the confidentiality of our clients' information and on the content of this Consumer Privacy Policy.

### **How We Protect Your Information via Established Security Procedures**

The Bank is committed to the security of your financial and personal information. All of our information and data processing systems are in a secure environment that protects your account information. We maintain and grant access to our client's information only in accordance with our internal security standards.

### **Restrictions on the Information that We Share**

We do not provide account or other personal information to parties that are not our subsidiaries, or the subsidiaries of our Holding Company for the purpose of independent telemarketing or direct mail marketing of any nonfinancial products or services of those companies.

The Bank does not reveal specific information about your accounts or other personally identifiable data to unaffiliated third parties for their independent use unless:

- 1) You request or authorize it;
- 2) The information is provided to help complete a transaction initiated by you;
- 3) The information is provided to a reputable credit bureau or similar consumer reporting agency;
- 4) The disclosure otherwise is lawfully permitted or required.

### **Sharing of Information with Non-affiliated Third Parties**

We do not share any information with non-affiliated third parties that requires an "opt-out" from our clients. While we are committed to protecting confidential information about you and your products and services with us, it may be necessary to provide certain information to non-affiliated third parties as follows:

- Parties named in a lawsuit or administrative action when we are served with a subpoena or court order.
- Federal or state regulatory authorities, including, without limitation, banking examiners or the Internal Revenue Service, as authorized by federal or state law.
- Reputable consumer reporting agencies as lawfully permitted or required.
- Nonaffiliated parties that we have contracted with in order to make available certain products or services, such as mortgage or insurance companies.
- Outside agents or service providers for the purpose of: providing operational, marketing or advertising support; preparing your account statements or loan payment booklets; entering or calculating transactions and balances, or for providing other materials or services upon our behalf.
- The purchaser of any business assets or a business line, such as mortgage servicing rights. In such a case the related client information will be transferred.

### **Sharing Information With Our Subsidiaries, Holding Company and its Subsidiaries**

In order to provide our clients with superior service, and be able to fulfill our Company's mission statement the Bank and its subsidiaries, its Holding Company and its subsidiaries share client information that is contained within our common database, as permitted by law. The Fair Credit Reporting Act permits us to share the following types of information with each other:

- Identification information about you;
- Information about your transactions or with the Bank or our subsidiaries;
- Information about your transactions with our Holding Company or its subsidiaries.

However, the Bank and its subsidiaries, as well as the Holding Company and its subsidiaries do not share the following information among themselves: information that bears upon your creditworthiness, personal characteristics, mode of living or the like (other than information relating to your transactions or experience as described above) which we refer to as personal/credit information. Since we do not share this type of information with each other, no "opt-out" is needed from our clients.

*Revised 9/3/02*