For more information about First Midwest Bank, call 800.322.3623 or visit us on the web at FirstMidwest.com.

BUSINESS ACCOUNT AGREEMENT & DISCLOSURE

EFFECTIVE DATE 11.17.16
INFORMATION ABOUT YOUR BUSINESS DEPOSIT ACCOUNTS

Thank you for choosing First Midwest Bank to serve your financial needs. This Business Account Agreement and Disclosure ("Agreement") describes many important features and terms of our business purpose deposit Accounts. It also governs your ATM Card or Debit Card with us. If you use other First Midwest Bank services related to your Account, those services will be governed by the terms and conditions provided to you when you enroll in those services and by this Agreement. If another specific agreement conflicts with this Agreement, then the more specific agreement will govern. In this Agreement, the words "you" and "your" mean the sole proprietorship or other legal entity that owns the Account or any authorized agent or user(s) of the Account. The words "we", "us", "our" and "Bank" mean First Midwest Bank.

This Agreement is organized to help you clearly understand the features of your Account(s).

Section 1 provides that you and we agree to submit to binding arbitration of any dispute between you and us under this Agreement, and not through litigation in any court.

Section 2 includes the meanings that apply to certain capitalized terms used in the Agreement.

Section 3 includes a disclosure of specific Account terms for each Account that First Midwest Bank offers. Be sure that you understand all of the information for each of your Accounts.

Section 4 is a general information section that describes general terms and conditions that apply to all First Midwest Bank Accounts.

Section 5 describes terms and conditions for wire transfers.

Section 6 provides information on electronic funds transfer services including use of your ATM or debit Card, Bank-Line and Business Express, Online Banking and other ways to transfer funds electronically to and from your Account.

Section 7 contains information on funds availability.

The Resolution and Signature Card you or your authorized representatives signed shows that you own the Account. When the card was signed, you promised to be bound to its terms and by this Agreement. The provisions of this Agreement are in addition to, and not in place of, any separate agreement between us and you covering your use of banking services including any Treasury Management Services Agreement or Loan Agreement.

This Agreement replaces all previous Business Account Agreements and Disclosures. If there is a conflict between this Agreement and something said by one of our employees or in any marketing material, we will follow this Agreement. We recommend that you retain this Agreement for future reference.

For pricing and fee information related to any of our Accounts, please see the General Fee Schedule provided to you at Account opening. You can also request a copy of the General Fee Schedule from your Commercial Relationship Manager at any time.

SECTION 1: ARBITRATION AGREEMENT

If you have a dispute with the Bank and you are not able to resolve the dispute informally, you and the Bank agree that any dispute between you and the Bank will be resolved by the following arbitration process. You understand and agree that you and the Bank are each waiving the right to a jury trial or a trial before a judge in a public court.

A dispute is any unresolved disagreement between you and the Bank (and its employees, officers, directors, attorneys, and other agents), arising out of or relating in any way to your Account and/or services. It includes any dispute relating to your use of any Bank location or facility or any means you may use to access the Bank, such as an ATM or online banking. It includes claims based on breach of contract, torts (injuries caused by negligent or intentional conduct) or other wrongful actions. It also includes statutory, common law, and equitable claims. A dispute also includes any disagreement about whether this Arbitration Agreement is enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a "dispute" subject to binding arbitration as provided for in this Arbitration Agreement. A dispute does not include a claim that may be filed in small claims court. If you have a dispute that is within the jurisdiction of the small claims court, you should file your claim there.

The arbitration will be conducted as an individual action. Neither you nor the Bank consents or agrees to any arbitration on a class or representative basis, and the arbitrator shall have no authority to proceed with any arbitration on a class or representative basis. This Arbitration Agreement applies to and includes any disputes as part of any class action, private attorney general or other representative action. Such disputes are made subject to arbitration on an individual (non-class, non-representative) basis. This means that even if a class action lawsuit or other representative action is filed, any dispute between you and the Bank related to this Agreement raised in such lawsuits will be subject to an individual arbitration if either you or the Bank so elects.

The party filing a dispute in arbitration must select one (1) of three (3) national arbitration administrators: the National Arbitration Forum ("NAF"), JAMS, Inc. or the American Arbitration Association ("AAA"). The arbitration organization that is selected will apply its code or procedures in effect at the time the arbitration dispute is filed. To the extent the arbitration code or procedures vary from this Arbitration Agreement, the Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws applicable 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, 9 U.S.C §1-16 ("FAA"). All statutes of limitations applicable to the dispute apply to any arbitration between you and the Bank. The arbitrator will have 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 relief to, against or for the benefit of any person who is not a party to the arbitration. The arbitrator's authority is limited solely to the dispute(s) between you and the Bank alone.

The arbitration may not be consolidated with any other arbitration proceeding.

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

Any decision rendered in such arbitration proceedings 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 any of the organizations as follows: NAF at P.O. Box 50191, Minneapolis, MN 55405, web site at www.arb-forum.com; JAMS, Inc. at 71 South Wacker Drive, #3060, Chicago, IL 60606, web site at jamsadr.com; or the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017, web site at www.adr.org.

You and the Bank each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA.

This Arbitration Agreement and the exercise of any of the rights the Bank has under this Arbitration Agreement do not stop the Bank from exercising any lawful rights including self-help or judicial remedies such as repossession, setoff, foreclosure, injunction, attachment, garnishment, or court appointment of a receiver by a court having jurisdiction.

This Arbitration Agreement shall survive termination, amendment or expiration of your Account or the Agreement governing your Account. 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 if a dispute occurred prior to such assignment, or (iii) that arises from such assignment.

SECTION 2: DEFINITIONS

Following is a list of definitions that may be useful to you:

Account or Business Account
Any deposit account including, without limitation, all Checking Accounts, Money Market Accounts or Savings Accounts you have with us that is governed by this Agreement.

Agreement
This Business Account Agreement and Disclosure, the General Fee Schedule, your Signature Card and Resolution, rate information, if applicable, and any amendments, disclosures or agreements that we provide to you when you open your Account or later if we change the terms of your Account. Other
services such as online banking have additional agreements. If there is a conflict between any of these terms and conditions, the more specific terms will govern.

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

ATM
An automated teller terminal associated with a Network.

Available Balance
Those funds in your Account available for immediate use in accordance with our Funds Availability Policy as described in the subsection “Disclosure of Your Ability to Withdraw Deposited Funds” (see Section 7). Your Available Balance will increase when the deposits you make become available for use and will decrease when we deduct Debits from your Account. In addition, when the Bank places a Hold on your Account for any Card transaction we authorize this Hold will reduce your Available Balance. If we make funds available it does not mean we have received payment. If we do not receive payment for any such deposit we have the right to debit your Account for the deposit amount and any applicable fees.

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

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

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

Business Day
Monday through Friday, excluding federal holidays. Transactions received on a Business Day after the applicable cut-off time, and on a Saturday, Sunday and federal holidays are posted on the next Business Day.

Card
Your First Midwest Bank debit card or ATM card issued by the Bank and any additional cards or renewals.

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 (receive credit), your Collected Balance will increase.

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

Current Balance
The Ledger Balance adding all deposits you make during the Business Day (including deposits that may not be available for withdrawal in accordance with our Funds Availability Policy in Section 7 of this Agreement) 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.

Debit
Any Items, fees or other charges we deduct from your Account during processing each Business Day.

Earnings Credit
The amount calculated using the Average Investable Balance in your Account and applying an interest rate. This amount offsets against most standard service charges for Bank services used during the Analysis Period. If such charges are greater than the Earnings Credit, a net service charge is assessed. Such net service charge may be described as a “Maintenance Fee” on the statement of your Account.

Hold
When we place a Hold on funds in your Account, we will reduce your Available Balance. A Hold may be placed under the Funds Availability Policy, in connection with a court order, when we have authorized a purchase transaction using your Card or for other reasons described in this Agreement. You cannot withdraw funds that are subject to a Hold.

Item
Including, but not limited to: checks, drafts, in-person withdrawals or transfers, ATM transactions, point-of-sale (“POS”) purchases, preauthorized electronic funds transfers, Automated Clearing House (“ACH”) entries, telephone transfers including transfers made using a telephone response unit, automatic loan payments, online banking transactions and transfers by other means.

Ledger Balance
The balance as of the close of business on the previous Business Day that reflects all deposits and withdrawals (and other credits and Debits) as they are recorded on our record of your Account. For example, if you deposit a check written on another bank, your Ledger Balance will reflect the deposit, even though we may not actually collect the funds from the other bank until a later date.

Network
The ATM system or electronic payment network utilized by the Bank for Card transactions.

SECTION 3:
DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS

First Midwest Bank Accounts are described below and categorized as Checking Accounts, Checking With Interest Accounts, Savings Accounts and Money Market Accounts. You may request a Card for use with certain Accounts. Please refer to Section 6 of this Agreement for information on use of your Card.

The Average Investable Balance on deposit in a Checking Account will generate an Earnings Credit that is used to offset most standard service charges. Service charges will be assessed if the Earnings Credit for an Analysis Period is less than the aggregate standard service charges for such period, excluding standard service charges not subject to Earnings Credit analysis. Essential Business Checking Account, Essential Business Checking Plus Account, Essential Business Checking Deluxe Account, Checking With Interest Accounts, Healthcare Checking Account, Healthcare Checking Plus Account, Healthcare Checking Platinum Account, Healthcare Checking Sub Account, Savings Accounts and Money Market Accounts are not eligible for an Earnings Credit. Please refer to the General Fee Schedule provided to you at Account opening for fee information and any transaction limitations that apply to your Account.

Business Checking Account
A basic cash management Account, the Business Checking Account provides a vehicle for the purpose of collecting and consolidating funds so that the funds may be used for disbursing and investing. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciary. A statement is provided that will list all Debit and credit transactions for the applicable Analysis Period, month or statement period. The statement will list all paid checks in serial number sequence to aid reconciliation of your Account. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account.

Three (3) check options are offered. You will select your check option when you open your Account. Fees may apply and vary depending on the option you choose. Please contact your Commercial Relationship Manager for complete details.

Option One
Images of the front of all checks and related Items are included with the statement (10 check images per 8 1/2 x 11 inch page).

Option Two
CD with images of the statement and the front and back of all checks and related Items are included with the statement.

Option Three
Bank safe keeps checks and related Items for you.

Please note: the Bank images all checks and related Items and copies are included with the statement.
Bank cannot provide originals or images of checks we receive as electronic transfers and can provide only images of checks we receive as an electronic image.

**Essential Business Checking Account**
The Essential Business Checking Account is designed for small business customers that make a small number of transactions per Analysis Period. There is a minimum Average Collected Balance required for Essential Business Checking Accounts to avoid a Maintenance Fee. The Essential Business Checking Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (items) is counted as eleven (11) items. A Per Item Transaction Fee will be charged for all items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. Please refer to the General Fee Schedule provided to you at Account opening for fee information and transaction limitations for this Account.

**Essential Business Checking Plus Account**
This is the first level of account included in the Essential Business Checking Plus package discount. The Essential Business Checking Plus Account is designed for the growing small business that also needs cash flow services to handle their day-to-day activities. There is a minimum Average Collected Balance required for the Essential Business Checking Plus Account to avoid a Maintenance Fee. The Essential Business Checking Account Plus also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (items) is counted as eleven (11) items. A Per Item Transaction Fee will be charged for all items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. Please refer to the General Fee Schedule provided to you at Account opening for fee information and transaction limitations for this Account.

**Essential Business Checking Deluxe Account**
The Essential Business Checking Deluxe Account is a specialized checking account, specifically tailored to the needs of small to midsize businesses, and is also part of the Essential Business Checking Deluxe package discount. There is a minimum Average Collected Balance in combined business deposit accounts of $75,000 required for the Essential Business Checking Deluxe Account to avoid a Maintenance Fee. The Essential Business Checking Deluxe Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (items) is counted as eleven (11) items. A Per Item Transaction Fee will be charged for all items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. Please refer to the General Fee Schedule and the Essential Business Checking Deluxe Product Disclosure provided to you at Account opening for fee information and transaction limitations for this Account.

**Business Checking With Interest Account**
This interest-bearing Checking Account is available for any sole proprietorship, non-profit organization or association, trusts or other fiduciary, such as escrow and governmental units (public funds). If the balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a fee is assessed. A statement is provided that will list all Debit and credit transactions for the Analysis Period. The statement will list all paid checks in serial number sequence to aid in the reconciliation of your Account. Interest is credited and compounded based on the daily Collected Balance in the Account and on the number of calendar days in the year. Interest rates are subject to change at our discretion. We may change the interest rate daily. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account.

**Commercial Interest Checking Account**
This Account is an interest-bearing Checking Account for the business customer and is available to any business, organization, association, sole proprietor, trust or other fiduciary. Public entities are not eligible for this product. The account is designed for business owners that want to put excess funds to work to earn interest at a competitive market rate. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciary. Public entities are not eligible for this product.

**Account Opening**
An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account.

**Business Money Market Account**
This Account is designed for business owners that want to put excess funds to work to earn interest at a competitive market rate. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciary. If the balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a Maintenance Fee is assessed. A statement is provided that will list all Debit and credit transactions for the Analysis Period. The statement will list all paid checks in serial number sequence to aid in the reconciliation of your Account. Interest is credited and compounded based on the daily Collected Balance in the Account and on the number of calendar days in the year. Interest rates are subject to change at our discretion. We may change the interest rate daily. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account.

**Sweep Checking Account**
This Account offers an integrated approach for business customers that want to earn interest at a competitive market rate. This Account is available to any business, organization, association, sole proprietor, trust or other fiduciary.

**Premier Business Money Market Account**
This Account is designed for business owners that want to put excess funds to work to earn interest at a competitive market rate. This Account pays a variable rate of interest. The rate is based on the amount of funds you have in your Account. If the balance falls below the minimum Average Ledger Balance requirement any day of the Analysis Period, a Maintenance Fee is assessed. As required by federal regulations, we limit the number of withdrawals and transfers to six (6) per Analysis Period, month or statement cycle. Refer to the Regulatory Transaction Limitations section of this Agreement for further detail. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. Interest is credited and compounded based on the daily Collected Balance and on the number of calendar days in the year. Interest rates are subject to change at our discretion. We may change the interest rate daily.
number of calendar days in the year. The variable interest rate earned is a 
managed rate. Interest rates are subject to change at our discretion. We may 
change the interest rate daily.

**Business Savings Account**
This Account is available to any business, organization, association, sole 
proprietor, trust or other fiduciary. A Maintenance Fee is assessed if the 
Balance falls below the minimum Average Ledger Balance requirement any 
day of the Analysis Period. Unlimited deposits may be made over the teller 
line or in the night depository. Interest is credited and compounded based on 
the daily Collected Balance and on the number of calendar days in the 
year. Interest rates are subject to change at our discretion. We may change 
the interest rate daily. An Uncollected Funds Fee will be assessed based on 
the average Items processed by the Bank against uncollected funds in the 
Account. As required by federal regulations, we limit the number of withdrawals 
and transfers to six (6) per Analysis Period, month or statement cycle. Refer 
to the Regulatory Transaction Limitations section of this Agreement for further 
detail.

**Not-For-Profit Checking Account**
This Account is designed for not-for-profit organizations. It is ideal for 
organizations that collect contributions and have low transaction activity. If 
the balance in this Account falls below the minimum Average Ledger Balance 
requirement any day of the Analysis Period, a Maintenance Fee is assessed. An 
Uncollected Funds Fee will be assessed based on the average Items 
processed by the Bank against uncollected funds in the Account. 

**Not-For-Profit Checking With Interest Account**
This interest-bearing Checking Account is designed for small not-for-profit 
organizations. If the balance in the Account falls below the minimum Average 
Ledger Balance requirement any day of the Analysis Period, a Maintenance 
Fee is assessed. Interest is credited and compounded based on the daily 
Collected Balance in the Account and on the number of calendar days in the 
year. Interest rates are subject to change at our discretion. We may change 
the interest rate daily. An Uncollected Funds Fee will be assessed based on 
the average Items processed by the Bank against uncollected funds in the 
Account.

**Not-For-Profit Savings Account**
This is an interest-bearing Savings Account designed for not-for-profit 
organizations. If the balance in this Account falls below the minimum Average 
Ledger Balance requirement any day of the Analysis Period, a Maintenance 
Fee is assessed. Interest is paid quarterly on all daily Collected Balances. 
As required by federal regulations, we limit the number of withdrawals and 
transfers to six (6) per Analysis Period, month or statement cycle. Refer 
to the Regulatory Transaction Limitations section of this Agreement for further 
detail. Interest rates are subject to change at our discretion. We may change 
the interest rate daily. An Uncollected Funds Fee will be assessed based on 
the average Items processed by the Bank against uncollected funds in the 
Account.

**Healthcare Checking Account**
This Healthcare Checking Account is designed for Healthcare businesses 
that have a small number of transactions per Analysis Period. There is a 
minimum Average Collected Balance required for the Healthcare Checking 
Account to avoid a Maintenance Fee. The Healthcare Checking Account also 
comes with a number of transactions per Analysis Period at no extra charge. For 
example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A Per Item Transaction Fee will be charged for all Items/transactions over the allotted amount during each 
Analysis Period. Card purchases are not included in the transaction count. An 
Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. There is also discount pricing for businesses that utilize the ACH online module and/or Remote Deposit Capture. Please 
refer to the General Fee Schedule provided to you at Account opening for fee 
information and transaction limitations for this Account.

**Healthcare Checking Plus Account**
The Healthcare Checking Plus Account is designed for Healthcare businesses 
that have a small to medium number of transactions per Analysis Period. There is a minimum Average Collected Balance required for the Healthcare Checking Platinum Account to avoid a Maintenance Fee. The Healthcare Checking Platinum Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A Per Item Transaction Fee will be charged for all Items/transactions over the allotted amount during each Analysis Period. Card purchases are not included in the transaction count. An Uncollected Funds Fee will be assessed based on the average Items processed by the Bank against uncollected funds in the Account. There is also discount pricing for businesses that utilize the ACH online module and/or Remote Deposit Capture. Please 
refer to the General Fee Schedule provided to you at Account opening for fee 
information and transaction limitations for this Account.

**Healthcare Checking Platinum Account**
The Healthcare Checking Platinum Account is designed for Healthcare 
businesses that have a medium to high number of transactions per Analysis 
Period. There is a minimum Average Collected Balance required for the Healthcare Checking Platinum Account to avoid a Maintenance Fee. The 
Healthcare Checking Platinum Account also comes with a number of transactions per Analysis Period at no extra charge. For example, when 
counting Items, a deposit (transaction) consisting of a deposit slip and ten (10) 
checks (Items) is counted as eleven (11) Items. A Per Item Transaction Fee will be 
charged for all Items/transactions over the allotted amount during each 
Analysis Period. Card purchases are not included in the transaction count. 
An Uncollected Funds Fee will be assessed based on the average Items 
processed by the Bank against uncollected funds in the Account. There is also discount pricing for businesses that utilize the ACH online module and/or 
Remote Deposit Capture. Please refer to the General Fee Schedule provided to 
you at Account opening for fee information and transaction limitations for this 
Account.

**Healthcare Checking Sub Account**
The Healthcare Checking Sub Account is designed as an additional business 
checking account related to the Healthcare Checking Account. Healthcare 
Checking Plus Account or Healthcare Checking Platinum Account of the 
business. If the related Account is closed the Healthcare Checking Sub 
Account will also be closed. The Healthcare Checking Sub Account also 
comes with a number of transactions per Analysis Period at no extra charge. For 
example, when counting Items, a deposit (transaction) consisting of a 
deposit slip and ten (10) checks (Items) is counted as eleven (11) Items. A 
Per Item Transaction Fee will be charged for all Items/transactions over the 
alotted amount during each Analysis Period. Card purchases are not included 
in the transaction count. An Uncollected Funds Fee will be assessed based on 
the average Items processed by the Bank against uncollected funds in the 
Account. Please refer to the General Fee Schedule provided to you at Account 
opening for fee information and transaction limitations for this Account.

**Certificates of Deposit**
Certificates of Deposits ("CDs") are designed for business customers that want 
to put excess funds to work to earn interest at a competitive market rate. CDs 
of fixed rates over a specified term, generally from thirty (30) days to five (5) 
years. Annual Percentage Yield ("APYs") typically increase with the length of 
the term. CDs are investments for those businesses that do not need liquidity 
and they can be matched to specific short- and medium- term savings goals. 
Penalties are imposed for early withdrawal of funds from a CD.

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

**Lock Box**
A Lock Box is a valuable service that affords businesses the opportunity to 
accelerate the conversion of receivables into available cash. The Lock Box 
shifts the burden of payment processing, clerical expense and depositing from 
your business to the Bank. Businesses, corporations and other organizations of 
any size can benefit from a Lock Box.

**Electronic Lock Box**
Electronic Lockbox is a receivables solution that allows businesses the 
opportunity to access payment information through web based application, 
interactive voice response ("IVR") system and point of sale (virtual and terminal).

**Account Reconciliation**
Account Reconciliation is designed to assist large business customers in 
reconciling their monthly check registers with their bank statements. 
Businesses that write large volumes of checks, usually five hundred (500) 
or more per month, will find this service of great benefit.

**Account Analysis**
The Account Analysis Statement allows an accurate analysis of your 
business’s total Checking Account relationship and provides information for 
cash management purposes. Account Analysis is a detailed summary of 
Account activity and the Account balances that you need to support the activity 
for each Analysis Period.

**Sweep Account**
This program is an integrated approach for businesses wishing to maximize 
profitability by sweeping funds held in non-interest-bearing Accounts. Automatic 
transfers are made between deposit Accounts based on pre-determined target
levels. This service provides income on excess funds and eliminates any surplus cash position and allows your business to maintain balances sufficient to offset service charges or to maintain specified cash levels. As required by federal regulations, we limit the number of withdrawals including sweeps from Savings and Money Markets to six (6) per Analysis Period, month or statement cycle. Refer to the Regulatory Transaction Limitations section of this Agreement for further detail. We may change interest rates daily.

**Automated Clearing House**
This program allows the origination of credit and debit transactions using a variety of transmission methods. The ACH product offers quick, accurate, secure payment and collection of funds including the transmission of payroll.

**Merchant Credit Card Services**
Applications are accepted for merchants to process Visa®, MasterCard® and Discover® transactions through the Bank. With an approved application, the Bank will supply complete administrative support for ease of processing credit card sales.

**Business Express Online Banking**
First Midwest’s Business Express Online Banking blends your need for secure and flexible cash flow management with the power and convenience of the Internet. This service will give you a clear picture of your financial position whenever you want – improving your cash management productivity and control.

**Remote Deposit Capture**
Remote Deposit Capture enables you to scan and electronically deposit your customers’ checks without leaving your office. This service will also allow you the ability to deposit checks the same day you receive them, eliminating the need to go to the Bank before the daily deposit deadline.

**ACH Debit Block**
This service allows you the ability to block all ACH debit transactions to your Account.

**ACH Positive Pay**
This service allows you the ability to authorize ACH debit transactions based on criteria determined by you. Any ACH debit transaction that does not match the criteria is blocked and returned.

**Negative Pay**
Positive Pay is a fraud prevention tool that allows you to both identify and return fraudulent checks prior to these items posting against your Account. We offer several different Negative Pay options to meet your needs.

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**SECTION 4:**
**GENERAL INFORMATION ABOUT ALL FIRST MIDWEST BANK BUSINESS ACCOUNTS**

We are an FDIC-insured financial institution and your Account is insured in accordance with FDIC limits. For more information about FDIC insurance coverage of your Accounts, visit http://www.fdic.gov or contact your Commercial Relationship Manager.

**Your Checking Accounts, Checking With Interest Accounts and Sub-Accounts**
For accounting purposes, all Checking Accounts 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 will 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 (6th) transfer in any Analysis Period or 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.

**Prior Notice of Withdrawal – Interest-Bearing Accounts**
Federal regulations provide that we must retain the right to require at least seven (7) calendar days written notice prior to any withdrawals from the funds deposited into a holding sub-Account, a Savings Account or a Money Market Account. If we tell you that we require seven (7) calendar day’s written notice, we will not pay your funds until the expiration of that notice period. Although we usually pay withdrawals or checks without notice, our doing so does not mean that we give up this right.

**Regulatory Transaction Limitations Applicable to Savings and Money Market Accounts**
As required by federal regulations, certain transfer limitations apply to Savings and Money Market Accounts:

- Up to six (6) transfers out of your Account per Analysis Period, month or statement cycle are permitted, including ACH, telephone, online, wire, check or ATM or Card purchases.

- Unlimited withdrawals are permitted if they are done in person, by messenger, at an ATM or by mail via a check sent that is payable to you. If a check is not sent to you, the transfer counts toward your maximum of six (6) transfers per Analysis Period, month or statement cycle. You may also make unlimited transfers to pay loans you have at the Bank.

- If you exceed these transfer limitations, we will charge you a fee for each transaction that exceeds these transfer limits. The fees are disclosed in the General Fee Schedule. In addition to the per item charge, your Account may be closed or your funds transferred to a non-interest-bearing Checking Account.

**Applicable Law/Rules Governing Your Account**
First Midwest Bank is an Illinois state bank with its main office located in Illinois. As a result, to the greatest extent allowed by law, the terms and conditions of your Accounts and services will be governed by applicable federal laws and regulations and then the laws of the State of Illinois. To the extent not allowed by applicable federal and Illinois law, the laws of the state where your Account is maintained will govern. Transactions in your Account are also subject to applicable ACH rules and Federal Reserve rules and regulations that apply to items processed by the Bank. These laws, rules and regulations as applied to your deposit Accounts are called “Applicable Law.”

**Account and General Fees**
Subject to Applicable Law, the fees identified in our General Fee Schedule apply to all your Accounts with us. You agree to pay any applicable fees when due, and you authorize us to deduct any applicable fees from your Account.

The fees listed in our General Fee Schedule are subject to change at any time. We may refrain from imposing any fee at our sole discretion. This is not a waiver of our rights and will not affect our ability to impose such fees in the future, without advance notification to you. The General Fee Schedule is provided to you upon the opening of your Account. You may request a copy of the General Fee Schedule at any time from your Commercial Relationship Manager, by calling our Customer Care Center at 1-800-322-3623 or by writing to First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431.

**Customer Identification Requirements**
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 a Business Account, we will ask you for your business name, Taxpayer Identification Number and business address so that we can identify you. We may also ask for documents to verify your business existence. We will also ask you 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.

**Taxpayer Identification Number**
You agree to provide us with your Taxpayer Identification Number (Social Security Number for sole proprietors). When you sign an Account opening form or a Signature Card and Resolutions, you certify that the Tax Identification Number you provided is correct and you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account.

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

**Waiver**
We may waive any of the provisions of this Agreement, but the waiver will only apply on that occasion.

**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.

**Amendment**
From time to time, we may amend this Agreement. We will give you advance notice, as required by Applicable Law, of any amendment affecting your Account. We will give you this notice by sending a copy of the amendment to you at your most recent address shown on our records and such change will be effective on the date provided in the notice. If you continue to use the Account or keep the Account open after the notice of change, you will be deemed to have agreed to the changes. Except for fixed rate CDs, no notice is required for changes in interest rate and the Annual Percentage Yield (‘APY’).
Notice
Notice from us to the person designated for receipt of notices, or, in the absence of such designation, to any one of the holders of the Account, whether such notice is by mail to the address maintained with us for the Account, by telephone or otherwise, including electronic notices if you have agreed to such delivery method, shall constitute notice to all of you. All remittances, statements, items, notices and other communications and writings given by the Bank in connection with this Account shall be deemed given when sent to the address we have on record or to such address designated by any of the holders of the Account or authorized user designates to the Bank in writing.

Change of Customer Instructions or Change of Address
Except as otherwise set forth in this Agreement, the written instructions you have given us as to your Account will remain in effect until we receive written notice from you to change them and have a reasonable amount of time to act upon your request.

You must promptly notify us if you change your address. If we receive notice from the U.S. Postal Service or any of its agents that your address has changed, we may send statements and other notices regarding your Account to the address specified by the U.S. Postal Service or its agent. We will notify you if we have exercised this right. Any Bank-issued Card will be sent based on information provided by the U.S. Postal Service or the address provided on the primary deposit Account.

Communication With You
To improve customer service and security, you agree that telephone calls with you may be monitored and/or recorded. By using your Account or keeping your Account open, you give us your express consent to make informational and servicing telephone calls and text messages to any phone number you provide to us while you have an Account with us, including mobile phones and devices that could result in a charge to you. You also agree that we may make calls concerning your Account to any phone number you provide to us by using an automatic telephone dialer and may use pre-recorded voice messages. Our contact to you may include contact from companies working on our behalf to service your Account. You may contact us at any time to update your contact information.

Electronic Communication
To the extent permitted by Applicable Law, communication contemplated by this Agreement may be delivered by electronic means if you have agreed to electronic notices rather than paper notices by mail or other means.

Security Interest and Our Right to Setoff
If you owe a debt to us or any of our affiliates (now or in the future) you grant us a first priority security interest in all your Accounts and any account with an affiliate to secure your performance under this Agreement, including any debt you owe us. Our security interest will be governed by Article 9 of the Uniform Commercial Code whether or not Article 9 applies by its terms. We may, without prior notice and when permitted by Applicable Law, charge any Account for the amount of any debt you owe us now or in the future without going through any legal process or court proceeding. This right applies to any debt we now own or hereafter acquire, and however it arises. We will not be liable for the dishonor of any Items when the dishonor occurs because we setoff debt against this Account. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff. We will notify you if we have exercised this right.

Indemnity
For additional clarification and not as replacement for any other provisions of this Agreement requiring indemnification by you, you agree to indemnify us and hold us harmless from any and all losses, liabilities, claims, costs, damages or expenses (including reasonable attorneys’ fees and court costs) arising out of 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 claims, suits, losses, expenses, liabilities or damages, 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 and all such loss, liability, claim, cost, damage or expense (including reasonable attorneys’ fees and court costs) arising out of or related to us following your instructions or failing to act on your instructions which we reasonably believe do not comply with customary banking practices or if your Account becomes involved in legal proceedings or disputes.

Limitation on Liability
In no event shall the Bank be liable for indirect, incidental, special, punitive or consequential damages or lost profits regardless of the form of action and even if we have been advised of the possibility of such damages. We will be responsible and liable only for direct damages attributable to our failure to exercise ordinary care in providing the services covered by the terms of this Agreement, including handling items for collection, deposit or withdrawal in accordance with Applicable Law. We are not liable for clerical error or oversight or an honest mistake of judgment or events 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.

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

Non-Transferability
No sale, transfer, assignment, pledge or similar disposition of the credit balance in any Account or any part thereof will be recognized by the Bank until after written notice of the transaction is accepted by the Bank. You understand that any assignment or pledge of your Account is subject to our prior security interest and right to setoff.

Legal Proceedings
Should the Bank receive any process, summons, order, injunction, execution, distraint, levy or notice that, in the Bank’s opinion, affects this Account, your use of the Account may become restricted. The Bank may file an action in interpleader with respect to your Account and may, without liability, refuse to honor any Item drawn on your Account and may place a Hold on the balance until the proceeding is disposed of to the Bank’s satisfaction.

Attorney Fees and Expenses
You agree to pay all expenses including court costs and attorneys’ fees incurred by us due to any summons, subpoena, garnishment, citation, attachment, levy, interpleader or other proceeding or dispute affecting or relating to your Account. We may deduct any such expenses from your Account.

Account Ownership
If this Account has multiple Signers (as specified on the Resolution and Signature Card), any or all of the authorized Signers can make deposits, withdrawals and all other transactions in connection with this Account whether or not the other Signers are living. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the Signers. Once endorsed, we can deposit these Items into the Account. You can endorse Items for deposit by using a stamp to show a general endorsement for the Account. You agree to release the Bank from liability and to indemnify the Bank from any loss, cost or damage in all respects in connection with any of the foregoing acts by one (1) or more Signers. All Signers agree to the Bank’s right of setoff for any service charges or expenses due it under this Agreement. To change an authorized Signer on an Account, you must complete a new Signature Card and Resolution and we must have a reasonable opportunity to act.

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

Corporate, Unincorporated Association or Sole Proprietorship
If the Account is owned by a corporation, unincorporated association or sole proprietorship, the Bank is authorized to do business under the instructions of any of those persons whose signatures appear on the Signature Card and Resolution on file with the Bank. Such persons are authorized to transact business on the Account until the Bank receives written notice of the authorization of others to sign on behalf of the corporation, unincorporated association or sole proprietorship together with the signatures of such persons and we have had a reasonable opportunity to act.

Partnership
If this is an Account of a partnership, the Bank is authorized to do business involving the Account on the orders or instructions of any of those persons whose signatures appear on the Signature Card and Resolution on file with the Bank, and such persons are duly authorized to transact business on the Account. The partnership or the partners, or the general partners in the case of a limited partnership, as individuals, jointly or separately, assume full responsibility and hold the Bank harmless from any and all payments made or actions taken by the Bank in reliance upon such signatures.
Trustee and Other Fiduciary Accounts

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

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

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

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

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

Deposits to Your First Midwest Bank Accounts

You may make your deposits in person, by mail, through a First Midwest Bank ATM, through an electronic transfer, by outside depository or by direct deposit.

Your endorsement, including your Account number (and the endorsement of any prior endorser), must appear on the back of the check within the first 1-1/2 inches of the trailing edge of the check. The trailing edge of the check is the left side of the check when looking at it from the front. If the Bank sustains a loss because you have not complied with these endorsement standards, you agree to be responsible for the loss and any associated legal fees.

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 it is drawn on and that bank pays us its value. If there are special fees for collecting your deposit, you agree to pay them. We specifically reserve the right to refuse, limit or return any deposit.

Receipt of Deposits

Items sent by mail or deposited into outside depositories are not considered received by the Bank until actual delivery by the U.S. Postal Service or until removal from the depository, whichever applies. The Bank is not liable for deposits sent through the mail or made in an outside depository until the deposit is actually recorded.

Deposit Reconciliation

All deposits are subject to verification by the Bank. The amount of your deposit receipt is based on the information provided by you on your deposit slip or the information provided with your deposit. If you deposit an amount that is higher or lower than the amount on your deposit receipt, your deposit may be subject to adjustment and 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 of any adjustment.

Illegal Transactions

You agree that you will not use your Account to conduct “restricted transactions” as defined in the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GO. We may refuse any gambling transaction whether or not it is illegal. We may block, refuse or otherwise prevent any transaction we reasonably believe may involve illegal activity. You agree to indemnify and hold us harmless from your actions in taking part in any such activity.

Withdrawals on Your First Midwest Bank Accounts

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

Check Cashing

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

Chargebacks

If we accept a check or draft for deposit to your Account or cash a check for you and it is returned to us unpaid, we will debit your Account for the amount of the unpaid item even if it creates an overdraft. If a deposited Item is returned, we will charge you (i) a Returned Check Chargeback Fee and (ii) an Overdraft Fee if the Item creates an overdraft on your Account. The unpaid Item(s) may be sent to you at the address shown on our records.

Remotely Created Checks (Demand Drafts)

If you deposit a demand draft (check that does not bear the maker’s signature) in your Account, you warrant that the maker authorized creation of the draft and authorized the Bank to process the draft for payment. The Bank may, at its option, accept the demand draft for deposit, refuse to accept the demand draft or accept it as a conditional deposit on a collection basis, in which case our Funds Availability Policy found in Section 7 of this Agreement will not apply. You agree you are responsible to the Bank for all costs incurred by the Bank by depositing the demand draft in your Account.

Non-Customer Check Cashing

We may refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a check, draft or other order for the payment of money drawn on your Account payable to a person who does not have an Account with us. Subject to Applicable Law, if we choose to cash the Item, a Check Cashing Fee may be assessed to the non-customer. The maximum dollar amount that will be disbursed to a non-customer at one (1) time is $5,000. We may also require reasonable identification to cash such a check, draft or other order for the payment of money and may require the payee to sign a First Midwest Bank Non-customer Check Cashing Authorization form. We can decide in our sole discretion what identification is reasonable under the circumstances.

Facsimile Signatures and Signature Devices

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

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

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

Stop Payments on a Check
If you do not want us to pay a check you have issued, you can request us to stop payment. You can notify us in person, online, by mail or by telephone. Your stop payment order takes effect after we verify that the check is unpaid, when we record it on your Account and after sufficient time has lapsed to notify all of our impacted Bank areas. You agree that acceptance of a stop payment order by the Bank does not mean that the check has not already been paid or that we have sufficient time to act on the stop payment order. Your stop payment order on a check will be effective for six (6) months, unless you renew it. Your stop payment order on a check 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. In the event you wish to release a stop payment order, you must provide written authorization to us. We will charge your Account for the stop payment order and fee, if applicable. If the stop payment order on the check 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 or on checks certified by the Bank.

Any signer may order the Bank to stop payment on a check drawn by any other signer. For preauthorized withdrawals from your Account, you must stop payment at least three (3) Business Days before the scheduled date of transfer. You may request a one-time stop payment for a single ACH transaction or a permanent stop payment for recurring ACH transactions. There is no expiration for stop payments placed on ACH transactions or paper checks presented electronically.

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

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

Signature Requirements
We do not have any responsibility for reviewing the number or combination of signatures on any item drawn on your Account. If you have indicated, including on a Signature Card that more than one (1) signature is required on an Item drawn on an Account, this is for your internal convenience and you authorize us to honor and pay or return the Item through the Account if less than that number of signatures appear on the Item. In either case, we are not responsible or liable to you. You understand and agree that we process Items using high speed automated equipment based on information encoded on such Items. Our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. You agree that we may pay or return an Item if we follow our procedures and in doing so we do not fail to exercise ordinary care.

Overdrafts/Returned Items, Processing Order and Fees
At the end of each Business Day, the Bank determines an Account Balance for your Account. To determine your Account Balance, we begin with your Ledger Balance and (i) subtract any Holds on your Account; and (ii) add any deposits available for withdrawal that day (based on our Funds Availability Policy) and any credits to your Account.

The Bank is permitted by Applicable Law to pay Items in any order. The order in which Items are paid may affect the total number of overdrafts and Overdraft Fees or Returned Item Fees incurred by you. We have the right to change our business practices. Under our current business practices, at the end of each Business Day we subtract Debits from your Account in the following order: Overdraft Fees and Returned Item Fees; chargebacks, garnishments, levies (highest to lowest dollar amount); Items (highest to lowest dollar amount); and all other Debits (highest to lowest dollar amount).

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

We will place a Hold on your Account for certain Card purchase transactions we authorize until we receive the final settlement amount from the merchant (or the Hold is released). The amount of the Hold will be for the amount authorized.

You agree to pay a fee for each Debit that results in an overdraft. When we determine that your Account is overdrawn by a total amount of five dollars ($5.00) or more, you will be charged an Overdraft Fee or Returned Item Fee for each Item that is paid or returned. In addition, we may charge you a Daily (Continuous) Overdraft Fee for any overdraft that is not promptly repaid. Daily (Continuous) Overdraft Fees vary by Account type. For Essential Business Checking Plus, Essential Business Checking Deluxe, Healthcare Checking, Healthcare Checking Plus, Healthcare Checking Platinum, Healthcare Checking Sub Account, Solutions Money Market, HFS Small Business Checking, Small Business Checking, PCB Totally Free Checking, and PCB Simple Business Checking, a Daily (Continuous) Overdraft Fee is charged for each Business Day your Account remains overdrawn after your Account is overdrawn. For all other Accounts, the Daily (Continuous) Overdraft Fee for any overdraft that is not promptly repaid. Daily (Continuous) Overdraft Fees vary by Account type. For Essential Business Checking Plus, Essential Business Checking Deluxe, Healthcare Checking, Healthcare Checking Plus, Healthcare Checking Platinum, Healthcare Checking Sub Account, Solutions Money Market, HFS Small Business Checking, Small Business Checking, PCB Totally Free Checking, and PCB Simple Business Checking, a Daily (Continuous) Overdraft Fee is charged for each Business Day your Account remains overdrawn after your Account is overdrawn.

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

We will place a Hold on your Account for certain Card purchase transactions we authorize until we receive the final settlement amount from the merchant (or the Hold is released). The amount of the Hold will be for the amount authorized.

You agree to pay a fee for each Debit that results in an overdraft. When we determine that your Account is overdrawn by a total amount of five dollars ($5.00) or more, you will be charged an Overdraft Fee or Returned Item Fee for each Item that is paid or returned. In addition, we may charge you a Daily (Continuous) Overdraft Fee for any overdraft that is not promptly repaid. Daily (Continuous) Overdraft Fees vary by Account type. For Essential Business Checking Plus, Essential Business Checking Deluxe, Healthcare Checking, Healthcare Checking Plus, Healthcare Checking Platinum, Healthcare Checking Sub Account, Solutions Money Market, HFS Small Business Checking, Small Business Checking, PCB Totally Free Checking, and PCB Simple Business Checking, a Daily (Continuous) Overdraft Fee is charged for each Business Day your Account remains overdrawn after your Account is overdrawn.

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

We will place a Hold on your Account for certain Card purchase transactions we authorize until we receive the final settlement amount from the merchant (or the Hold is released). The amount of the Hold will be for the amount authorized.

You agree to pay a fee for each Debit that results in an overdraft. When we determine that your Account is overdrawn by a total amount of five dollars ($5.00) or more, you will be charged an Overdraft Fee or Returned Item Fee for each Item that is paid or returned. In addition, we may charge you a Daily (Continuous) Overdraft Fee for any overdraft that is not promptly repaid. Daily (Continuous) Overdraft Fees vary by Account type. For Essential Business Checking Plus, Essential Business Checking Deluxe, Healthcare Checking, Healthcare Checking Plus, Healthcare Checking Platinum, Healthcare Checking Sub Account, Solutions Money Market, HFS Small Business Checking, Small Business Checking, PCB Totally Free Checking, and PCB Simple Business Checking, a Daily (Continuous) Overdraft Fee is charged for each Business Day your Account remains overdrawn after your Account is overdrawn.
The Bank may in its sole discretion transfer funds from one of your Accounts, regardless of ownership and regardless of Account type, to provide funds when items are presented that would result in an overdraft in another one of your Accounts. The Bank, however, is under no obligation to do so and may pay or return the Items. If the Bank elects to pay the Item, each Account owner agrees to reimburse the Bank immediately for the amount of the overdraft, plus any fees.

Contact Customer Care at 1-800-322-3623 to learn more about the terms, including fees, associated with these services and to see if you qualify.

**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 send you a statement of your Account and images of your canceled checks, if applicable, on a periodic basis, generally monthly. Each statement will reflect Account activity posted to your Account prior to the statement cut-off date. See Business Checking Account in Section 3 for your options regarding statements. If you have an Account where checks are truncated (the Bank safe keeps checks) you will not receive your canceled checks or the 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.

You must notify us in writing within thirty (30) calendar days following the date we send your statement to you of any claimed errors in the statement, or any unauthorized signature or alteration on your checks. If you do not notify us in writing within thirty (30) calendar days of the delivery or mailing of your statement as to any unauthorized signature or alteration on your checks: (i) we will not be liable for any payments made and charged to your Account; and (ii) we will not be liable for any unauthorized signature or alteration by the same unauthorized person on checks paid by us. You must notify us in writing of any other Account problem within sixty (60) calendar days following the date we send your statement to you or you lose your right to assert the problem against us.

You agree that regardless of lack of care by you or us, if you do not notify us in writing within sixty (60) days following the date we send your first statement containing an unauthorized signature or alteration, you are precluded from asserting against us any and all unauthorized signatures or alterations contained in the first statement and all subsequent statements.

If your statements are returned to us because of an incorrect address, we may suspend further mailing until we receive a correct address. We reserve the right not to send statements on Accounts we consider inactive or dormant. If statements, images or checks we mail to you are returned to us, we may destroy them. We are not responsible for checks, images or statements lost while not in our possession.

**Dormant Accounts**

We consider any Business Account to be dormant if it has been inactive (no credit or Debit activity initiated by you - other than the posting of interest) for a period of thirty-six (36) months. If your Account becomes dormant, we will impose a periodic Dormant Account Fee until the Account becomes active (with Debit or credit activity initiated by you) or is closed.

**Abandoned Accounts**

If we cannot reach you by mail, your Account will be presumed abandoned after the statutory period under Applicable Law during which you have not caused any transactions with regard to the Account, communicated with us in writing concerning the Account or otherwise indicated an interest in the Account as evidenced by Account documentation. After your Account is presumed abandoned under Applicable Law, the funds in the Account will be transferred to the applicable state. We will stop paying interest on the Account once it is presumed abandoned.

**Closing the Account**

You can close your Account at any time for any reason by giving us written notice, provided all service fees you incurred (i) before your Account was closed; and (ii) while your Account was closed including an Account Closing Fee or Charge-off Collection Fee, if applicable, have been paid and all Items have been collected.

We can also close your Account at any time. We will charge you an Account Closing Fee if your Account is closed within twelve (12) months of its opening. If we choose to close your Account and we charge-off your Account because your Account has a negative balance, we will charge you a Charge-off Collection Fee. 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 balance, if your Account Balance is greater than five dollars ($5.00) after deducting applicable fees. If your Account is closed before interest is credited, you will not receive the accrued interest. Any Items received after your Account is closed will be returned unpaid. Any withdrawal that reduces the amount in an Account to zero may automatically close that Account. We are not liable for any check, withdrawal or other order 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 paid in full.

We have the right to advise credit bureaus if your Account is closed for misuse. The provisions of this Agreement, which by their nature are intended to be binding after your Account is closed, shall remain binding between you and us, including but not limited to indemnification obligations and limitations on liability.

**Provisional Payment Disclosure**

Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payments to you via such entry (for example, the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**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.

**SECTION 5: WIRE TRANSFERS**

The following provisions apply to Wire Transfers you send or receive but do not apply to electronic funds transfers governed by Section 6 below. Capitalized terms not defined in this Agreement have the definitions provided in Article 4A of the Uniform Commercial Code or the enrollment forms provided to you when you applied for this Wire Transfer service. The Wire Transfer service allows you to transfer funds electronically. These transfers are initiated from your Account at the Bank to accounts at other eligible banks.

**Transfers in Foreign Currency**

Any request for the Wire Transfer of funds 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 Wire Transfer request 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 request or order for the Wire Transfer of funds in foreign currency, then the Bank does so for you at your risk.

**Security Procedures**

You agree to use the Wire Transfer service 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. Your use of the service constitutes your acceptance of those Security Procedures as commercially reasonable and as a means of authenticating a Payment Order communicated to the Bank or by on behalf of you. You acknowledge that the Security Procedures are used to verify the authenticity of any Payment Order. Any Payment Order communicated by you or on your behalf shall be effective as your funds transfer instruction or your Payment Order, and 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 such 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. The Bank reserves the right to reject any transaction or service request that is not made in accordance with these procedures. You are solely responsible for maintaining a secure work environment to ensure against use of the Wire Transfer Service by unauthorized individuals.

Security Procedures to be followed by you include, without limitation, informing Authorized Representatives that any password should not be shared with anyone and securing physical access to the terminals used for Services when an authorized user has logged on to the Business Express Online Banking service or otherwise.
You agree to designate an authorized user to act as System Administrator. The System Administrator will assign user IDs, passwords and the individual authority level of Authorized Representatives. You agree that each such electronic assignment of authority will duplicate the assignment of authority contained in the paper Wire Transfer Authorization on file with the Wire Transfer Department. You acknowledge that anyone with knowledge of IDs, passwords or other security devices utilized by you will be able to access the Service. Designation of the System Administrator may be amended or revoked from time to time upon written notice to the Bank. The Bank shall have a reasonable time to act on such notice.

You agree to be bound by any Wire Transfer Request, whether or not authorized, issued in its name and verified by the Bank in compliance with the Security Procedures. Each Wire Transfer Request shall be deemed a Payment Order submitted by you. By telephoning the Bank with Wire Transfer Requests, you agree that the Security Procedures used by the Bank to verify Wire Transfer Requests are commercially reasonable.

You agree to be bound by any Wire Transfer Request whether or not the Bank verifies it in compliance with the Security Procedures, if you issued the Wire Transfer Request or otherwise benefited from the Wire Transfer Request.

You agree that you are obligated to and shall pay the Bank the amount of any Wire Transfer Request processed by the Bank pursuant to the Wire Transfer Request submitted by you as contemplated by this description of service.

Submitting a Wire Transfer Request for Execution
You agree to submit Wire Transfer Requests, in accordance with the Bank 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 Wire Transfer Request if such transaction is to be made that Business Day.

You understand that the Bank has no duty to process Wire Transfer Requests 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. You agree that the Bank will make a reasonable attempt to execute cancellation or amendment instructions, provided the Bank receives such a request before the Bank has executed the Wire Transfer Request. If the Bank acts on a cancellation or amendment instruction, you will indemnify the Bank from 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 Wire Transfer Request as transmitted.

Notice
You agree to notify the Bank in writing of any error, or unauthorized Wire Transfer Request within thirty (30) days from the date the Bank notifies you of execution of the Wire Transfer Request whether by written advice, periodic statement or by any other means. Your failure to notify the Bank within this period will prevent you from asserting against the Bank a claim for lost interest on an erroneous or unauthorized Wire Transfer Request. The Bank will notify you of incoming wire transfers to your Account by mail and if requested, also by email.

Fedwire and Applicable Rules
Each Wire Transfer Request may be executed by the Bank using the funds transfer system of the Federal Reserve Bank or other funds transfer system. Each Wire Transfer Request will be subject to Applicable Laws whether or not the Bank is a member of the funds transfer system.

Reliance on Identifying Number
In processing Wire Transfer Requests, the Bank may rely on the Account number or the number of the intermediary bank that you specify in the Wire Transfer Request even if the number identifies a different person or bank. In that instance, you are obligated to pay the Bank the amount of the transfer originated by the Bank on the basis of that Wire Transfer Request.

SECTION 6: ELECTRONIC FUNDS TRANSFERS
We provide a number of electronic funds transfer services for your Account(s). Please read this section carefully because it describes your rights and obligations for the transactions listed. You may be required to sign a separate agreement or be given additional disclosures when you enroll in a service. If there is a conflict between the terms of this Agreement and any separate agreement and/or disclosures, the separate agreement and/or disclosures will control. This section does not apply to Wire Transfers (see Section 5) or to consumer transactions governed by the Electronic Funds Transfer Act and Regulation E. If you have any questions regarding transactions initiated using a card issued by a third party service provider, you must contact the third party service provider using the contact information provided to you when you received your card.

Types of Electronic Funds Transfers
- Electronic Funds Transfers initiated by or to third parties (preauthorized credits, Debits or payments, Debits originated by a third party card)
- Electronic Check Conversions (“ECK”), including Returned Item Fees
- First Midwest Bank-Line or telephone transfers
- Card transactions, including purchase transactions
- Business Express Online Banking

Fees
Transaction Fees may apply to certain Electronic Funds Transfers. See the General Fee Schedule and your service agreement and/or disclosures, if applicable, for details.

First Midwest Bank-Line
You can use this service to make automated telephone funds transfers between your Accounts.

First Midwest Business Express Online Banking
You can use this online service to transfer funds between your Accounts and make payments from your Account to third parties.

These services can be initiated according to a separate written agreement with the Bank. To enroll in these services please contact your Commercial Relationship Manager. A detailed description of these services and the security procedures that you and your authorized representatives must use to access these services will be provided when you enroll, or begin using these services. Essential Business Checking or Essential Business Checking Plus accounts have the option to self-enroll in Business Express Online Banking by visiting www.firstmidwest.com/businessexpress.

One-time Electronic Check Conversion and Electronic Debits
You may authorize a merchant or other payee to make 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 an individual, 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 make 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 to an electronic funds transfer, you will not receive an image of the canceled check with your statement because we did not receive the check as further described in General Information about All Business Accounts (see Section 3) under the subsection Statements.

Stop Payments on Certain Transfers
If you authorized a transfer from your Account (by telephone or via the Internet or by providing information about your Account), or you believe that a check you have issued on your Account has been converted to an electronic funds transfer, you may stop payment on any of these transfers by contacting our Customer Care Center at 1-800-322-3623 or writing to First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431 before the transfer is complete, allowing reasonable time for us to process the stop payment request.

We may require you to put your request in writing. 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 fees for stop payments according to our General Fee Schedule.

If you have told us in advance to make regular payments from your Account, you can stop any of these payments. Contact our Customer Care Center at 1-800-322-3623 or write to First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431, in time for us to receive your request three (3) Business Days or more before the transfer is scheduled. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will charge you according to our current General Fee Schedule for stop payments. 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.
Disclosure of Financial Institution’s Liability for Failure to Make Transfers
If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, 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.
- If the transfer would go over the credit limit on your overdraft line or Personal Reserve/Ready Cash Line of Credit.
- If the ATM where you are making the transfer does not have enough cash.
- If the ATM 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 any merchant or financial institution refuses to honor your Card.
- If a transfer is not completed due to system or communications failure.
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions.
- If we notify you that the transaction was not completed.

There may be other exceptions stated elsewhere in our Agreement with you.

Disclosure of 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 or court orders;
- If you give us written permission; or
- As permitted by the Agreement and our Privacy Notice.

Disclosure of Right to Receive Documentation of Transfers

- Periodic 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 POS Terminal Transfers – Except for transactions of $15 or less, you have the right to receive a receipt for each ATM or POS transaction (purchase or return) originated by use of your Card unless the terminal is not working properly or you elect not to receive a receipt.

In Case of Errors or Questions about Your Electronic Transfers
Contact our Customer Care Center at 1-800-322-3623 or write us at First Midwest Bank Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than thirty (30) 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 in error or why you need more information.
- Tell us the dollar amount of the suspected error.

Liability for Unauthorized Transfers
You must notify us of an unauthorized transfer on your Card within thirty (30) days of the first statement for your Account showing the unauthorized transfer. If you believe that your Card has been lost or stolen, or an unauthorized transfer has been made, notify us as soon as possible at the number provided below.

Telephone Number and Address to Be Notified in Event of Unauthorized Transfer
If you believe your Card or Personal Identification Number (“PIN”) has been lost or stolen or that someone has transferred or may transfer money from your Account without permission, contact our Customer Care Center at 1-800-322-3623. Outside of regular business hours, Bank Card Services may be reached at 1-800-236-2442 or write First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431. You should also contact these numbers or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

Card Ownership
The issuance of Cards is subject to Bank approval. 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.

ATMs and the Cards
Subject to such restrictions as may be imposed by the Bank, the Card may be used by you to perform transactions on the Account at any ATM associated with MasterCard®, Cirrus®, Maestro®, Shazam®, Allpoint™, NYCE Network, or any other network authorized by the Bank.

Use of Card and PIN
The Card and PIN are provided solely for your use and protection. You shall at all times (i) safely keep the Card and PIN 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 purposes authorized by the Bank.

Authorization to Debit or Credit Account
Each time your Card is properly used, you authorize the Bank to debit or credit your Account (whichever is appropriate) for the total amount shown on any sales draft, withdrawal order or credit voucher originated by use of the Card, whether or not signed by you. The Bank is permitted to handle such sales drafts, orders and vouchers in the way it handles authorized checks drawn on your Account.

Authorization Holds
For certain Card transactions, we may place a temporary Hold on your Account equal to the authorization amount submitted by the merchant until we receive the final settlement amount from the merchant (or the Hold is released). For many transactions, the authorization amount will be for the amount of the transaction. However, for some transactions the merchant may not know the actual amount of the transaction at the time of the authorization (for example, restaurant purchases, car rentals or hotel purchases), and the authorization amount may be less or more than the actual amount of the transaction. Card purchase transactions usually settle with the merchant (and the Hold released) within three (3) Business Days after the transaction is authorized. A Hold will affect your Available Balance for the purpose of authorizing other transactions. In addition, a Hold will reduce your Account Balance available to pay for Debits received by the Bank and as a result you may incur overdrafts due to a Hold. Even after a Card transaction Hold is released, due to the processing order we use, you may incur an overdraft on the Card transaction if your Account Balance is insufficient to pay the Card transaction settlement amount during processing that Business Day.

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. All cash deposits and payments received are subject to verification by the Bank. The Bank may need credit the Account for deposits until the Bank actually receives the funds and credit will be reversed if the Bank does not actually receive the funds. If the reversal of a deposit overdrafts the Account, the Bank will charge all or part of the deficiency to any of your other Accounts at the Bank unless the charge results in an extension of credit, and you agree to pay to the Bank any deficiency that cannot be paid out of such Accounts.

Refunds on Purchases
Cash refunds will not be made to you on 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 which we will apply as a credit to your Account. Any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant that accepts the Card and any such claim or defense which you assert will not relieve you of your obligation to pay the total amount of such sales draft plus any appropriate charges we may be authorized to charge.

Stop Payment
You are not permitted to stop payment on any purchase or cash withdrawal originated by use of your Card or any card issued by a third party, and we have no obligation to honor any such stop payment request by you.

Account Access and Limitations
You may use the Card only if the Available Balance in your Account (together with your unused credit line associated with the Account) will be sufficient to pay the transaction amount (including, but not limited to, purchases, cash withdrawals and ATM transactions). Any purchase or cash withdrawal may be subject to authorization by us or by a MasterCard® authorization center and no authorization will be given if the amount of all outstanding purchases and cash withdrawals will exceed your Available Balance or your applicable credit limit.
Business Debit Card and ATM Card Account Access
You may use your Card to:

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

The Bank has no obligation to you if anyone refuses to honor the Card or if, for any reason, you cannot make a cash withdrawal, a deposit, a purchase, or any other authorized transaction at an ATM. You will immediately report to the Bank any lost, theft, disappearance known or suspected unauthorized use of the Card or disclosure of the PIN. Note that only Cards branded with the MasterCard® logo qualify for surcharge fee waivers at Allpoint™ ATMs.

Limitations on Frequency and Dollar Amount of Transfers and Withdrawals
For security reasons there are limitations on the number of transactions you can make using your Cards.

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

Purchase Transaction Limitations (PIN and Signature Based)
Purchase transactions are limited to 25 or $5,000 per calendar day, whichever comes first, unless a different amount was disclosed to you.

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

Service Fees
When you use an ATM not owned or operated by us, we may charge a fee and you may also be charged a fee by the ATM operator or any Network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer). Please note that non-Bank fees are outside our control and may be changed at any time. You authorize us to deduct any fees directly from your Account.

Purchase Transactions
You may use your Card at participating merchant locations to pay for purchases with funds in your Account, subject to applicable transaction limits at any merchant location that participates in any of the Networks for PIN and non-PIN transactions provided on your Card (or disclosed to you).

The amount of your purchase will be deducted directly from your Account. 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 Business Savings or Business Money Market Account.

International Transactions
If you use your Card to conduct transactions with a merchant or at an ATM that is located outside of the United States, an International Transaction Fee will be charged. This fee will be charged for all international transactions, regardless of whether there is a currency conversion fee associated with the transaction or not. In addition, if the transaction requires a conversion from a foreign currency to U.S. dollars, MasterCard® will use either:

- a rate selected by MasterCard® from the range of rates available in wholesale currency markets or;
- a government-mandated rate in effect on the day MasterCard® processes the transaction.

The rate in effect on the processing date may differ from the rate on the date you used your Card. MasterCard® and the Bank will add a percentage to this amount (International Transaction Fee). You agree to pay the U.S. dollar amount converted from a foreign currency.

SECTION 7:
FIRST MIDWEST BANK FUNDS AVAILABILITY POLICY

Disclosure of Your Ability to Withdraw Deposited Funds
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.

Deposits, including cash, made at an ATM will also 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 the funds to pay Items received that are drawn on your Account. If Items are presented against funds before they become available for withdrawal, the Bank reserves the right to pay or return the Items.

Determining Availability
For determining the availability of your deposits, every day is considered a Business Day except Saturdays, Sundays and federal holidays. Cut-off times are branch closing times Monday through Friday and may vary among our branch locations and are posted in each branch.

If you make a deposit at a branch location on a Business Day that we are open, we will consider that day to be the day of your deposit. If you make a deposit on a day that is not considered a Business Day, or on a day that we are not open, we will consider that the deposit was made on the next Business Day that we are open.

Schedule of Cut-off Times
Our general cut-off times are the applicable branch closing times Monday through Friday, with the exception of the transaction types below:

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Cut-Off Time (Central Time)</th>
</tr>
</thead>
<tbody>
<tr>
<td>All ATM Locations</td>
<td>Monday - Friday: 6:00pm</td>
</tr>
<tr>
<td>Business Express Online Banking - Account Transfer</td>
<td>Monday - Friday: 8:00pm</td>
</tr>
<tr>
<td>Bank-Line - Account Transfer</td>
<td>Monday - Friday: 8:00pm</td>
</tr>
<tr>
<td>Remote Deposit Capture</td>
<td>Monday - Friday: 8:00pm</td>
</tr>
</tbody>
</table>

Funds mailed to us will be considered deposited on the Business Day they are received and processed by us. Funds deposited to a night depository, Lock Box or similar facility will be considered deposited on the Business Day they are removed from such facility and processed.

Longer Delays May Apply
In some cases, we will not make all the funds that you deposit by check available to you on the first (1st) 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 $200 of your deposit, however, will be available on the first (1st) Business Day. If we are not going to make all the funds available from your deposit available on the first (1st) Business Day after the day of your deposit, we will notify you at the time of your deposit. We will also tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than $5,000 on any one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdraft 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 (7th) 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 30 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 day we receive the deposit. The first $5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, certain conditions may include the check made payable to you and you may have to use a special deposit slip. It may take
up to the ninth (9th) Business Day after the day of your deposit for the excess over $5,000 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 $5,000 will not be available until the second (2nd) Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth (9th) Business Day after the day of your deposit.

Cash Back and Check Cashing Policy – Holds on Other Funds
If we accept a check for deposit that is drawn on another bank (or cash a check that is drawn on another bank), we may make funds from the deposit (or check) available for withdrawal immediately, but delay your availability of a corresponding amount of funds in any of your Accounts with the Bank. Those funds will be available at the time the funds in the check we deposited (or cashed) would have been available under the Bank’s Funds Availability Policy. We will not give you access to funds in an amount greater than your Available Balance in your other Accounts.
For more information about First Midwest Bank, call 800.322.3623 or visit us on the web at FirstMidwest.com.

BANKING ACCOUNT AGREEMENT & DISCLOSURE

EFFECTIVE DATE 11.17.16