

# RETAIL ACCOUNT AGREEMENT & DISCLOSURE

EFFECTIVE DATE 12.1.16



**First Midwest Bank**

**BANK WITH MOMENTUM** 



# ADDENDUM TO RETAIL ACCOUNT AGREEMENT & DISCLOSURE DATED 12.1.16

This Addendum to Retail Account Agreement and Disclosure, including the General Fee Schedule (“RAA”, this Addendum to the RAA referred to as this “Addendum”) describes changes to your RAA. Please review this Addendum and keep it with your important records. Capitalized terms have the meanings provided in the RAA. If you continue to use your Account(s) or keep your Account(s) open after the effective date of the changes, the new terms, conditions and fees will apply to your Account(s) as of the applicable effective date. If you have questions regarding this Addendum or your new terms, conditions or fees, please contact our Customer Care Center at 800.322.3623.

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## SECTION 8: GENERAL FEE SCHEDULE

Effective February 20, 2017, First Midwest Bank is clarifying a certain fee listed as “Dormant Account Free for Checking Accounts” in Section 8: General Fee Schedule on page 30 of the RAA by replacing it with the following:

General Services	
Dormant Account Fee for Checking Accounts	\$10.00/month

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## SECTION 3: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS

Effective September 27, 2017, First Midwest Bank is making the following amendments to Section 3: Disclosure of Specific Account Terms and Conditions on page 5 of the RAA.

### CHECKING ACCOUNT INFORMATION

First Midwest Bank is adding the Easy Checking Account (see details below). Further, First Midwest Bank is amending the Student Checking Account and the Simply Free Checking Account (see details below).

#### Easy Checking Account

With our Easy Checking Account, you will receive a First Midwest MasterCard Debit Card with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs, free eStatements, Online Banking, Mobile Banking, special rate discounts on select Consumer Lending products, Monthly Maintenance Fee waived for qualifying deposits of \$100 or more per statement period or maintaining an Average Daily Balance of \$100 in the Account, or for clients at least 65 years of age. There is a Monthly Maintenance Fee associated with this Account. Please refer to the Deposit Account Pricing Schedule in Section 9 for ways to waive this monthly fee.

#### Student Checking Account

An eStatement is preferred for this Account. The eStatement enrollment process must be complete within the first thirty (30) days of Account opening. If it is not, the Standard Statement Delivery for this Account will be automatically converted to paper statements.

#### Simply Free Checking Account

First Midwest Bank is removing the Simply Free Checking Account from the Checking Account options and will no longer be available for opening.

**SECTION 9:  
DEPOSIT ACCOUNT PRICING SCHEDULE**

<b>Checking Accounts</b>						
	<b>Diamond Checking</b>	<b>Diamond Elite Checking<sup>4</sup></b>	<b>Midwest Checking</b>	<b>Easy Checking effective 9/27/17</b>	<b>Student Checking</b>	<b>Health Savings Account</b>
<b>Interest<sup>3</sup></b>	Tiered	Tiered	Tiered	N/A	N/A	Tiered
<b>Minimum Balance to Open</b>	\$100	\$100	\$100	\$100	\$25	\$100
<b>Check Printing &amp; Delivery</b>	<b>FREE</b> First Midwest Exclusive Checks and \$10 off other select styles	<b>FREE</b> First Midwest Exclusive Checks and \$10 off other select styles plus free expedited delivery	\$10 off first box of First Midwest Exclusive Checks and \$5 off subsequent orders	\$5 off first box of First Midwest Exclusive Checks	\$5 off first box of First Midwest Exclusive Checks	Check printing & delivery fees apply
<b>Debit MasterCard and ATM Card Access to Allpoint™ ATM Network</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>
<b>Non-First Midwest Bank ATM Transaction Fees (Other Banks' Surcharge Fees May Apply)</b>	Four (4) <b>FREE</b> per statement period; \$3 per transaction thereafter	Unlimited <b>FREE<sup>5</sup></b>	\$3 per transaction	\$3 per transaction	\$3 per transaction	Two (2) <b>FREE</b> per statement period; \$3 per transaction thereafter
<b>Standard Statement Delivery</b>	eStatement (check images available online <b>effective 11/5/17</b> )	eStatement (check images available online <b>effective 11/5/17</b> )	eStatement (check images available online <b>effective 11/5/17</b> )	eStatement (check images available online)	eStatement (check images available online <b>effective 11/5/17</b> )	eStatement (check images available online <b>effective 11/5/17</b> )
<b>Optional Statement Delivery upon Request</b>	Paper Statement (check images upon request)	Paper Statement (check images upon request)	Paper Statement (check images upon request)	Paper Statement (check images \$2.50/month)	Paper Statement (check images \$2.50/month)	Paper Statement (check images \$2.50/month)
<b>Monthly Maintenance Fee</b>	\$20	N/A	\$12	\$7.49	N/A	\$2
<b>Requirements to Waive Monthly Maintenance Fee</b>	Maintain a Mortgage Home Equity Loan or Line, Personal Trust or Private Banking relationship, \$25,000 combined average daily balance in Checking, Savings, Money Market and/or CDs, or a First Midwest Financial Network relationship <sup>1,2</sup>	N/A	Maintain a minimum of a \$1,000/month Direct Deposit, or \$2,500 minimum Ledger Balance in Checking <sup>6</sup>	Maintain \$100 Average Daily Balance in Checking, make qualifying deposits totalling \$100 or more per statement period, or be at least 65 years of age <sup>7</sup>	N/A	\$500 Average Daily Balance

<sup>1</sup> First Midwest Financial Network relationship requires a minimum of \$25,000 in invested balances.

<sup>2</sup> First Midwest Financial Network is a division of First Midwest Bank. Securities and Advisory Services offered through LPL Financial, a Registered Investment Advisor, Member FINRA/SIPC. Insurance products offered through LPL Financial or its licensed affiliates. First Midwest Bank and First Midwest Financial Network are not registered broker/dealers and are not affiliated with LPL Financial.

combined qualifying deposits, investments or non-mortgage loan products with the Bank. See a Private Banking Officer for details.

<sup>5</sup> At the end of the account statement cycle, the Bank will refund any other banks' surcharge fees that were assessed during the cycle unless your Account became overdrawn at any time during the statement cycle.

<sup>6</sup> Qualifying direct deposits are salary, pension, Social Security, or other regular monthly income electronically deposited to your Account by your employer or an outside agency. Transfers from one Account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit.

<sup>7</sup> Qualifying deposits here are any client initiated deposit into the Account including: direct deposit of salary, pension, Social Security or other regular monthly income deposits to your Account by your employer, another outside agency or yourself. Transfers from another account into the Easy Checking Account are also included. All qualifying deposits are aggregated to reach \$100 within a statement period.

<b>Not FDIC Insured</b>	<b>Not Bank Guaranteed</b>	<b>May Lose Value</b>
<b>Not Insured by any Federal Government Agency</b>		<b>Not a Bank Deposit</b>

<sup>3</sup> Refer to Deposit Rate Sheet for current rates. Rates are variable-interest rate and Annual Percentage Yield subject to change daily.

<sup>4</sup> The Diamond Elite Checking Account is offered exclusively to our First Midwest Bank Private Banking clients. A Private Banking client is a commercial client with business assets of \$1 million or greater or an individual with at least \$250,000 in

Please see reverse side for more information.

## **SECTION 3: DISCLOSURE OF SPECIFIC ACCOUNT TERMS AND CONDITIONS**

Effective November 5, 2017, First Midwest Bank is making the following amendment to Section 3: Disclosure of Specific Account Terms and Conditions on page 5 of the RAA under the subsection Checking Account Information.

### **CHECKING ACCOUNT INFORMATION**

Effective November 5, 2017, any new account openings enrolled in eStatements will not include check images. Check images are accessible through Online Banking. Please refer to Section 9: Deposit Account Pricing Schedule on this Addendum.



# **First Midwest Bank**



Member FDIC

8-642-1 AD 9/17

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## INFORMATION ABOUT YOUR DEPOSIT ACCOUNTS

Thank you for choosing First Midwest Bank to serve your financial needs. This Retail Account Agreement and Disclosure ("Agreement") describes many important features and terms of our 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", "your", and "Customer" mean those who own the Account, those who sign as applicants, or anyone authorized to use 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 discusses what substitute checks are, as well as your rights regarding them.

Section 6 provides information on electronic funds transfer services, including use of your Cards, Bank-Line, Online Banking, Mobile Banking and other ways to transfer funds electronically to and from your Account except wire transfers.

Section 7 contains information on funds availability.

Section 8 contains our General Fee Schedule.

Section 9 contains our Deposit Account Pricing Schedule with additional Account pricing information including interest payment, if applicable, Account specific fees and how to waive certain fees.

You will also receive a current Deposit Rate Sheet and a Product Disclosure which indicate the interest rate and Annual Percentage Yield that apply to your interest-bearing Account, how the interest is computed, how the interest rate changes and other product specific terms.

The Signature Card you signed shows that you own the Account. When you signed that card, you agreed to be bound to its terms and by this Agreement, as amended from time to time, and the rules and regulations in it. We agree to follow them too.

This Agreement replaces all previous Retail Deposit Account Agreements and Disclosures you have received. 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 in Section 8, the Deposit Account Pricing Schedule in Section 9, the Deposit Rate Sheet and the Product Disclosure. You can also request from your Personal Banker a copy of the current General Fee Schedule, the Deposit Account Pricing Schedule, the Deposit Rate Sheet and the Product Disclosure.

### 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.

The party filing a dispute in arbitration must select one (1) of two (2) national arbitration administrators: JAMS, Inc. or the American Arbitration Association ("AAA"). If both JAMS, Inc. and the AAA are unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. This Arbitration Agreement is enforceable regardless of whether a specific arbitrator is available. 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, either the organization, as follows: JAMS, Inc. at 71 South Wacker Drive, #3090, 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 which 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

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

### Agreement

This Retail Account Agreement and Disclosure, the General Fee Schedule, the Deposit Account Pricing Schedule, your Signature Card, the Deposit Rate Sheet, 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 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 that accepts the Card to perform transactions regarding the Account.

### 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. 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 deposited amount and any applicable fees. Conversely, your Available Balance 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. While the Available Balance sets forth the amount of funds available for immediate use, the fact that your Account has a sufficient Available Balance for a particular Item when a transaction occurs does not guarantee that such Item will not result in an overdraft later when the transaction is processed for payment. Review the subsection entitled "Overdrafts/Returned Items, Processing Order and Fees" (see Section 4 of this Agreement) for additional information on the processing of Debits each Business Day and its impact on overdrafts.

### Average Daily Balance

For all Checking, Savings and Money Market Accounts, the Average Daily Balance is 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 Debit Card, World Debit Card, HealthCare Debit Card or ATM Card issued by the Bank and any renewals. "Card" does not include any card issued by a third party that accesses your Account through an electronic funds transfer.

### 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.

### 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.

### Daily Balance Method

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

### Debit

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

### Hold

When we place a Hold on funds in your Account, we will reduce your Available Balance. A Hold may be placed (a) under the Funds Availability Policy (see Section 7); (b) in connection with a court order; (c) when we have authorized certain purchase transactions using your Card (see Section 6); (d) when we receive a notification that an Item drawn on your Account has been deposited in another financial institution (or is intended to be deposited) for payment of anticipated purchases; or (e) for other reasons described in this Agreement. You cannot withdraw funds that are subject to a Hold.

### Item

Items include, but are not limited to: checks, drafts, in-person withdrawals or transfers, Card transactions including 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 including Mobile 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 the use of the Card. For fees and pricing information related to any of our Accounts, review the current General Fee Schedule; for specific Account pricing, fees, minimum balance requirements and other important Account information, review the Deposit Account Pricing Schedule, the Deposit Rate Sheet and Product Disclosure.

### CHECKING ACCOUNT INFORMATION

A Checking Account is an Account from which available funds on deposit can be withdrawn on demand by presenting a properly drawn negotiable instrument, by utilizing your Card and through preauthorized electronic transactions, including but not limited to telephone transfers, Online Banking transfers or authorized transfers to third parties.

- Eligibility for a Checking Account is limited to individuals or entities for personal, family and household purposes only.
- A positive balance is required to maintain the Account and to prevent it from being automatically closed.
- There are no maintenance fee charges per paid Item.
- There are no surcharges for any transactions made at a First Midwest Bank ATM or an Allpoint™ Network ATM for First Midwest Bank Card owners. You may be charged a fee by the ATM owner or operator of ATMs not owned or operated by First Midwest Bank or Allpoint™.
- Customers will not receive canceled checks with their statement. Check images are free with eStatements, and Online Banking is available to provide Account owners with a record of checks written.

For Checking with Interest Accounts (Diamond Checking, Diamond Elite Checking, Midwest Checking and Health Savings Accounts) the following also apply:

- Your interest rate and Annual Percentage Yield ("APY") may change. At our discretion we may change the interest rate on your Account daily, and fees may reduce earnings.
- The applicable rates can be found on the Bank's current Deposit Rate Sheet, which can be found at FirstMidwest.com/rates.
- Interest begins to accrue no later than the Business Day on which we receive credit for the deposit of non-cash Items (for example, checks). This means that interest accrues on the Collected Balance.



- We use the Daily Balance Method to compute your interest. Under this method, interest is calculated by applying a periodic rate to the Collected Balance in your Account each day.
- Interest is compounded and credited to your Account monthly.
- The Diamond Checking, Diamond Elite Checking, Midwest Checking and Health Savings Accounts are tiered rate Accounts. When your Collected Balance is within a specified tier range, the interest rate paid on the entire balance in your Account and the corresponding APY will be those applicable to the tier range of that balance. At a minimum, you must maintain at least the lowest balance in that tier range to obtain the disclosed APY for that range.
- For balance levels (tier ranges), please refer to our Deposit Rate Sheet.

#### **Diamond Checking Account**

Diamond Checking is a tiered, interest-bearing Checking Account that pays a higher rate of interest than other Checking with Interest Accounts, and is more liquid than a CD or traditional money market Account. Account benefits include, but are not limited to, a First Midwest World Debit Card with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs; free eStatements; Online Banking; Mobile Banking; special rates on Savings, Money Market and CD products; rate discounts on select Consumer Lending products; a discount on a Safe Deposit Box; and certain free teller services (Official Checks, Money Orders, Single Signature Traveler's Checks, Notary and Signature Guarantee). There is a Monthly Maintenance Fee associated with this Account. Please refer to the Deposit Account Pricing Schedule in Section 9 for ways to waive this monthly fee.

#### **Diamond Elite Checking Account**

Diamond Elite Checking is a tiered interest-bearing Checking Account offered exclusively to our First Midwest Bank Private Banking clients. A Private Banking client is a commercial client with business assets of \$1 million or greater, or an individual with at least \$250,000 in combined qualifying deposits, investments or non-mortgage loan products with the Bank. See a Private Banking Officer for details. Diamond Elite Checking pays a higher rate of interest than other Checking with Interest Accounts and is more liquid than a CD or traditional money market Account. Account benefits include, but are not limited to, a First Midwest World Debit MasterCard® with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs; unlimited free transactions at non-First Midwest Bank ATMs; free eStatements; Online Banking; Mobile Banking; special rates on Diamond Savings; Diamond Money Market and CD products; rate discounts on select Consumer Lending products; Mortgage rebate offers and Safe Deposit Box discounts with an auto-debit from the Diamond Elite Checking Account; and certain free teller services (Official Checks, Money Orders, Single Signature Traveler's Checks, Notary and Signature Guarantee). There is no Monthly Maintenance Fee associated with this Account for Private Banking clients.

#### **Midwest Checking Account**

A flexible, tiered interest-bearing Checking Account, Midwest Checking offers a range of choices and an array of relationship incentives. This Account offers a First Midwest Debit Card with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs, free eStatements, Online Banking, Mobile Banking, special rate discounts on select Consumer Lending products, a discount on a Safe Deposit Box, Monthly Maintenance Fee waived for the first six (6) statement periods for a Statement Savings Account with an automatic savings transfer of \$25 or more from the Midwest Checking Account, discounted checks and more. There is a Monthly Maintenance Fee associated with this Account. Please refer to the Deposit Account Pricing Schedule in Section 9 for ways to waive this monthly fee.

#### **Simply Free Checking Account**

With our Simply Free Checking Account, you receive basic Checking services with no Monthly Maintenance Fee or per item charges. You also receive a Debit Card with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs, free eStatements, Online Banking and Mobile Banking.

#### **Student Checking Account**

An Account developed with the young person in mind, our Student Checking Account is designed to meet the unique needs of students, ages 16-23, providing cost-savings and easy online Account access. With our Student Checking Account, you receive basic Checking services with no Monthly Maintenance Fee or per item charges. You also receive a Debit Card with no surcharge for transactions made at First Midwest Bank and Allpoint™ ATMs, free eStatements, Online Banking and Mobile Banking.

- Eligibility for Student Checking is limited to students between the ages of 16 and 23. A valid student ID or current school registration must be provided at Account opening.
- Minor students (under 18 years of age) must have a parent or adult listed on the Account as a joint owner. Once the student turns 18 years of age, the parent or adult joint owner may be removed from the Account only by closing the Account and opening a new Account.

- Students over the age of 18 with sole ownership of their Student Checking Account may allow a parent or adult to make transfers into the Account upon request. The student must sign a Student Checking Maintenance Form designating the name and other identifying information of the parent or adult the student wishes to have transfer capabilities.
- Student Checking is not eligible for Overdraft Privilege; however, Student Checking may be eligible for Custom Auto Transfer.
- Unless you have Custom Auto Transfer to pay overdrafts (and a sufficient Available Balance in your Transfer From Account) all transactions resulting in overdrafts will not be paid and will be returned, unless prohibited by Applicable Law.
- An eStatement is required for this Account. The eStatement enrollment process must be complete within the first thirty (30) days of Account opening. If it is not, the Account will be automatically converted to a non-interest-bearing Checking Account.
- At the time the customer turns the age of 24, we will automatically convert the Student Checking Account to a non-interest-bearing Checking Account.

#### **Health Savings Account**

A Health Savings Account ("HSA") is a tiered market rate interest-bearing custodial transaction Account specifically designed for an individual's health care expenses. The Account comes with a First Midwest Bank HealthCare Debit Card with no surcharge for transactions at First Midwest Bank and Allpoint™ ATMs, along with no fees for the first two (2) non-First Midwest Bank ATM transactions each month.

- To open this Account, you must be between the ages of 18 and 65 and provide us with current identification and an accurate Tax Identification Number.
- You must be covered by an HSA qualified High Deductible Health Plan ("HDHP"), you must not have any other insurance coverage that is not an HDHP and you cannot be covered by Medicare.
- You and/or your employer may make additional deposits to this Account at any time.
- Withdrawals of funds for non-medical expenses are subject to income tax, and may be subject to a 20% tax penalty if conducted prior to the age of 65. Please consult your tax advisor.
- The HSA is not eligible for Overdraft Privilege.

#### **SAVINGS AND MONEY MARKET ACCOUNT INFORMATION**

Savings and Money Market Accounts are interest-bearing Accounts. They are a convenient, simple way to save regularly for specific financial needs or to establish and contribute to an emergency fund.

For information on transaction limitations applicable to certain Savings and/or Money Market Accounts, review the regulatory transaction limitations and limits on withdrawals and transfers in Section 4 of this Agreement. For fee and pricing information related to any of our Savings and Money Market Accounts, review the current General Fee Disclosure, the Deposit Account Pricing Schedule and the Deposit Rate Sheet.

- A positive balance is required to maintain the Account and to prevent it from being automatically closed.
- Your interest rate and APY may change. At our discretion we may change the interest rate on your Account daily, and fees may reduce earnings.
- Interest begins to accrue no later than the Business Day on which we receive credit for the deposit of non-cash items (for example, checks). This means that interest accrues on the Collected Balance.
- We use the Daily Balance Method to compute your interest. Under this method, interest is calculated by applying a periodic rate to the Collected Balance in your Account each day.
- Interest is compounded and credited to your Account monthly.
- For tiered rate Accounts when your Collected Balance is within a specified tier range, the interest rate paid on the entire balance in your Account and the corresponding APY will be those applicable to the tier range of that balance. At a minimum, you must maintain the lowest balance in that tier range to obtain the disclosed APY for that range.
- For balance levels (tier ranges), please refer to our Deposit Rate Sheet.

#### **Diamond Savings Account**

Diamond Savings is an exclusive Account reserved for Diamond Checking and Diamond Elite Checking customers. Diamond Savings is a tiered interest-bearing Account that offers at a higher interest rate than our standard Savings Accounts. Diamond Savings is a convenient, low-cost way to save regularly for specific financial needs or to contribute to emergency funds. Funds on deposit (up to your Available Balance) can be withdrawn subject to the regulatory transaction limitations described in Section 4.

#### **Investor Reserve Savings Account**

An Investor Reserve Savings Account is a tiered interest-bearing Account from which funds on deposit (up to your Available Balance) can be withdrawn subject to the regulatory transaction limitations described in Section 4.

## Statement Savings Account

A Statement Savings Account is a market rate, interest-bearing Account from which funds on deposit (up to your Available Balance) can be withdrawn subject to the regulatory transaction limitations described in Section 4.

## Electronic Transfer Account ("ETA<sup>SM</sup>")

The ETA<sup>SM</sup> is a market rate interest-bearing Account available only to individuals who receive federal benefit, wage, salary or retirement payments electronically. Funds on deposit (up to your Available Balance) can be withdrawn subject to the regulatory transaction limitations and limits on withdrawals and transfers described in Section 4.

To open this Account you must provide us with current identification and an accurate Tax Identification Number and you must sign up for direct deposit.

- Many federal benefit payments, including Social Security benefits, Supplemental Security Income benefits, Veteran's benefits and Railroad Retirement benefits, are protected from attachment, garnishment, levy or other legal proceeding under federal law. This means that your creditors do not have the right to have these funds taken out of your ETA<sup>SM</sup>. There are a few exceptions, however. For example, funds in your ETA<sup>SM</sup> can be taken to satisfy child support or alimony obligations you owe. If you deposit funds other than federal benefit payments to your ETA<sup>SM</sup>, your creditors may be able to have those funds taken out of your Account, but your federal benefits would still be protected.
- If we receive an order of attachment, garnishment or levy, we will immediately send you a copy of the order and the name of the creditor and contact person, if any.
- If you have any questions about a creditor's right to remove funds from your ETA<sup>SM</sup>, contact your benefit agency or your local legal services organization.
- We are required by the Department of the Treasury to ensure that your ETA<sup>SM</sup> meets certain criteria and to provide you with certain disclosures about your ETA<sup>SM</sup>. These obligations are set forth in an ETA<sup>SM</sup> Financial Agency Agreement between First Midwest Bank and the Department of the Treasury. The text of the ETA<sup>SM</sup> Financial Agency Agreement is available at [www.fms.treas.gov/eta/start/faa.pdf](http://www.fms.treas.gov/eta/start/faa.pdf)
- The ETA<sup>SM</sup> is not eligible for Overdraft Privilege.
- The Returned Item Fee for the ETA<sup>SM</sup> is reduced to a maximum account charge of \$10.00 per day.

## Diamond Money Market Account

The Diamond Money Market Account is an exclusive Account reserved for Diamond Checking customers. Diamond Money Market is a tiered interest-bearing Account that offers liquidity with limited check writing privileges, with a higher interest rate than our standard Money Market Accounts. Customers will not receive canceled checks with their statements. Check images are free with eStatements, and Online Banking is available to provide you with a record of checks written.

## Premier Money Market Account

A Premier Money Market Account is a tiered interest-bearing Account with limited check writing privileges. Customers will not receive canceled checks with their statements. Check images are free with eStatements, and Online Banking is available to provide you with a record of checks written.

## Money Market Account

A Money Market Account is a market rate interest-bearing Account with limited check writing privileges. You will not receive canceled checks with your statements. Check images are free with eStatements, and Online Banking is available to provide you with a record of checks written.

## Individual Retirement Account ("IRA") Money Market Account

An IRA Money Market Account is a tiered interest-bearing Account specifically designed for IRA and 401K rollover funds.

- For balance levels (tier ranges) for the IRA Money Market Account, please refer to our Deposit Rate Sheet.
- You may make additional deposits to this Account at any time.
- Checks cannot be written against an IRA Money Market Account. In addition, the First Midwest Debit Card and ATM Card is not an option with this Account.
- There are legal restrictions on how much money can be deposited per year. Due to tax implications, we ask you to consult with your tax and legal advisors regarding this Account. IRS penalties may apply on withdrawals from IRAs before age 59 1/2.
- The IRA Money Market Account is not eligible for Overdraft Privilege.
- Preauthorized debits are not available with this Account.

## SECTION 4: GENERAL INFORMATION ABOUT ALL FIRST MIDWEST BANK ACCOUNTS

### 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 calendar month or monthly statement period. Both sub-Accounts are treated as a single Account for purposes of your deposits, withdrawals, access and information, tax reporting, fees and FDIC insurance coverage.

### 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 days 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/or Money Market Accounts

As required by federal regulations, certain transfer limitations apply to Savings, Money Market and Electronic Transfer ("ETA<sup>SM</sup>") Accounts as follows:

- Up to six (6) transfers per month or Analysis Period are permitted to another Account of the depositor (you) or to a third party if by preauthorized automatic, ACH, telephone, online, wire, check or debit Card.
- 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 month or Analysis Period. You may also make unlimited transfers to pay loans you have at the Bank.
- If you exceed these transfer limits for your Money Market or ETA<sup>SM</sup> Account, we will charge you a fee for each transaction that exceeds these transfer limits. The transfer limits and fees are disclosed in the Deposit Account Pricing Schedule. For your Savings, Money Market or ETA<sup>SM</sup> Account if you exceed the transfer limits, your Account may be closed or your funds transferred to a non-interest bearing Checking Account.

### FDIC Insurance Coverage for Accounts

For more information about FDIC insurance coverage of Accounts, visit [www.fdic.gov](http://www.fdic.gov).

Deposits eligible for FDIC insurance coverage include Checking, Savings, Money Market, and Certificates of Deposit. Products not eligible for FDIC insurance coverage include mutual funds, stocks, bonds, repurchase agreements and other investments, and investments purchased through an insured bank. Funds that are swept from an Account that is eligible for insurance into an Account that is not eligible for insurance are not insured by the FDIC.

### 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. Your Account is subject to the Uniform Commercial Code and any agreements entered into by the Bank with other associations which provide clearing house and settlement procedures, including Federal Reserve rules and regulations and the National Automated Clearing House Association ("NACHA"), for Items processed by the Bank. These laws, rules and regulations, as applied to your deposit Accounts, are called "Applicable Law."

### Account and General Fees

The fees identified in the General Fee Schedule (see Section 8) apply to all your Accounts, and fees and pricing information in the Deposit Account Pricing Schedule (see Section 9) and your Product Disclosures apply to specific Accounts. You agree to pay any applicable fees when due and you authorize us to deduct any applicable fees from your Account. The fees and pricing information listed in the General Fee Schedule, the Deposit Account Pricing Schedule and your Product Disclosures 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.

#### **Customer Identification at Account Opening**

To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account.

What this means for you: To open an Account, you must be eighteen (18) years or older (or must be accompanied by an individual that is eighteen (18) years of age or older who will serve as a joint Account owner), and provide us with current identification and an accurate Tax Identification Number (Social Security Number). We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. Savings Accounts may be opened for individuals under the age of eighteen (18), if you provide us with current identification and an accurate Tax Identification Number.

#### **Taxpayer Identification Number**

You agree to provide us the proper federal Tax Identification Number (Social Security Number for individual or joint Accounts) for each person listed on the Account title. When you sign an Account Opening Form or a Signature Card, 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 Tax 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. No notice is required for changes in the interest rate and the APY for interest-bearing Accounts, including variable rate Accounts.

#### **Notice**

Notice from us to you or to any one of the owners 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 owners of the Account.

#### **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. If we receive from the U.S. Postal Service returned mail marked as undeliverable that was addressed to you, we will charge you an "Undeliverable Statement/Notice Fee" each month until an address is provided that allows mail delivery to you. This fee is disclosed in the General Fee Schedule.

#### **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. We may, without prior notice and when permitted by Applicable Law, charge your Account for the amount of any debt you owe us now (or in the future), without going through any legal process or court proceeding. If this is a joint Account, subject to Applicable Law, we may charge the debts owed to us by you or any of you against the deposits or checks we cash for any of you. This right applies even if one or more of you are not obligated to us on the debt. 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 set off debt against this Account resulting in an insufficient Account Balance to pay the Item(s). You expressly agree that such rights extend to any federal or state benefit payments (including, without limitation, Social Security benefits) electronically deposited into your Account, to the extent permitted under Applicable Law. You understand and agree that if you do not want your benefits applied in this way, you may change your direct deposit instructions to the benefits payor at any time. You also acknowledge and agree that any federal benefits or payments deposited to your Account after a date of ineligibility must be returned to the Federal Government or other payor, as applicable, and we may set off against any of your Accounts in order to recover any ineligible benefits or payments you may have received if we are obligated to return funds to the payor. This provision does not apply to IRA or tax-qualified Accounts, to consumer credit card obligations or where otherwise prohibited by Applicable Law. Some government payments may be protected from attachment, levy or other legal process under Applicable Law, and Applicable Law may impose conditions or limits on our ability to charge your Account for any debt you owe us. You agree to hold us harmless from any claim arising as a result of our exercise of our right to setoff.

#### **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 or related to your use or maintenance of an Account or any services provided under this Agreement, including your breach of this Agreement. If you ask us to follow instructions that we believe might expose the Bank to 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.

#### **Liabilities**

We will be responsible and liable only for direct damages attributable to our failure to exercise ordinary care in 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.

#### **Non-Transferability**

No sale, transfer, assignment, pledge or similar disposition of the 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, lien or notice that, in the Bank's opinion, affects an 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 Account 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 or other proceeding or dispute affecting or relating to your Account. We may deduct any such expenses from your Account.

### **Account Ownership**

If an Account has multiple owners (as specified on the Signature Card), any or all of the owners can make deposits, withdrawals and all other transactions in connection with this Account whether or not the other owners 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 owners. Once they are 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 owners. All owners agree to pay the Bank for any service charges, fees or expenses due under this Agreement. To change an owner on an Account, you must complete a new Signature Card and we must have a reasonable opportunity to act.

### **Individual Accounts**

Individual Accounts are owned by one (1) person.

### **Joint Accounts**

Joint Accounts are owned by two (2) or more persons. Any or all of the joint owners can make deposits or withdrawals, pledge the Account funds as collateral for any obligation (whether that of an Account owner or of a third party) and engage in all other transactions in connection with this Account whether the other joint owners are living or not. We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the joint owners. Once they are endorsed, we can deposit these items into the joint Account. You can endorse items for deposit by using a stamp to show a general endorsement for the Account. You agree to 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 joint owners. All joint Account owners agree to pay the Bank for any service charges, fees or expenses due under this Agreement. Once a joint Account is opened, one owner cannot remove another from the title of the Account.

Unless the Signature Card designates otherwise, if two (2) or more persons open an Account we will treat the joint Account owners as joint tenants with the right of survivorship. You agree to notify us of the death of any joint owner. If one or more of the joint owners dies, you agree that his or her interest in the Account is transferred to the remaining owners. We reserve the right not to release funds until all required legal documents are delivered to us.

If your Account is a joint Account without right of survivorship, you agree to notify us of the death of any joint owner. We reserve the right not to release funds until all required legal documents are delivered to us. Upon the death of one of the joint owners, that person's proportionate ownership interest will be transferred to the estate of the deceased joint owner, subject to the right of the Bank to act upon the written instructions of any or all of the remaining joint owners. The balance will be paid in unequal shares upon a joint owner's death only if there was a prior written agreement with the Bank defining the unequal ownership shares in the Account.

### **Revocable, Totten Trust or Payable on Death Accounts**

If the deposit has been made by you, the depositor, as trustee for a beneficiary without presenting formal trust papers, and you have completed and signed the proper Signature Card and Deposit Agreement, this deposit will be treated as a Totten Trust Account. Upon your death, if you are the sole trustee, the beneficiary shown on the Account and our records or the beneficiary's legal representative will become the owner of the Account. If two (2) or more of you create this Account, you own the Account jointly with right of survivorship, unless you specify otherwise. Beneficiaries on these Accounts cannot withdraw unless: (i) all persons creating the Account die, and (ii) the beneficiary(ies) is then living. If two or more beneficiaries are named and survive the death of the Account owner(s), such beneficiaries will own the Account in equal shares, unless otherwise indicated, without right of survivorship. You have the right to change beneficiaries on a revocable or Totten Trust or Payable on Death Account, but if you wish to do so, you must complete and sign a new Signature Card that names the new beneficiary. The Social Security Number ("SSN") of the trustee will be used for income-reporting purposes. Notwithstanding

anything to the contrary, 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 you acting as the fiduciary.

### **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 you acting as the fiduciary. You agree to pay the expenses, including reasonable attorneys' fees, and costs of enforcing this right of indemnification.

### **Custodial or Uniform Transfers to Minors Act (UTMA) Accounts**

If you want to make a gift of money to a person under the age of 21, you can do so and still name yourself or another adult as custodian to handle the money. Under the Uniform Transfers to Minors Act, the funds in the Account are owned by the child (only one (1) minor can be named on the Account). Upon the minor reaching the age of majority, the custodian may direct the Bank to close the Account and transfer the funds to the child that is now 21 or older. Before that time, the Account may only be accessed by the custodian (only one (1) custodian can be named, although a successor custodian can be designated) and the funds may be used for the benefit of the child. We have no duty or agreement to monitor or ensure that the custodian or successor custodian is acting for the benefit of the minor. The Social Security Number

of the minor will be used on this Account for income-reporting purposes. You will not be allowed to pledge this Account as collateral for a personal loan to you. 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 you acting as the fiduciary.

#### **Minor Accounts**

Savings deposits and time deposits may be accepted from any minor or from any other person for the Account or credit of any minor account and such deposit shall be deemed to be accepted by the Bank upon the condition that the Bank, in its sole discretion, may pay out such deposits or any part thereof, and the interest thereon, upon the written order of such minor, or upon the written order of the person making the deposit, and such order shall be full acquittance and discharge to the Bank for any sums so paid. All such Accounts shall be governed by the provisions of this Agreement in the same manner as other Savings Accounts or Time Deposits.

#### **Power of Attorney**

If you wish to appoint an agent to conduct transactions on your behalf, you must have your agent sign on the Signature Card, in that capacity, and/or provide us with a Power of Attorney ("POA"). We reserve the right to refuse to honor any POA. You agree that we are authorized but not required to honor a POA. A POA lasts until your death, or until the death of the person given the power. If the POA is not "durable", it may be revoked when you become incompetent. We may continue to honor the transactions of the agent until we have received written notice that you have revoked the POA or of the death of the Account owner, and we have had a reasonable opportunity to act on the written notice. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by your agent acting under a POA. We have no duty or agreement to monitor the exercise of authority by the agent to ensure the agent is acting for your benefit.

#### **Death or Incompetence**

We may prohibit or restrict withdrawal from an Account upon being notified of the death or incompetence of any Account owner until all the obligations according to this Agreement and Applicable Law have been met.

#### **Deposits to Your First Midwest Bank Accounts**

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

Your endorsement (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 your 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.

#### **Limits on Withdrawals and Transfers**

There are limits on the number of transfers and withdrawals you can make from your Savings, Money Market and Electronic Transfer Accounts during each monthly statement period. You will be charged a fee for each withdrawal and transfer that exceeds these limits. The withdrawal and transfer limits apply to all withdrawals and transfers from your Savings, Money Market or Electronic Transfer Account including, but not limited to, Online Banking transactions, teller-assisted transactions and Card transactions. The limits and fees that apply to each Account are included in the Deposit Account Pricing Schedule.

#### **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 cash a check for you or accept any Item for deposit to your Account 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 Item 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 you authorize 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 (see 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 any 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. Alternatively, 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 that you have accepted by prior use without any duty by us 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 whether or not you 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. Renewals are for six (6) months. 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 each renewal, if applicable. If the check is presented for payment after the order expires, we may pay the check. In some cases, we may pay a check even if a stop payment order is in effect. For example, if we or another person or entity becomes a "holder in due course" of a check that you ask us to stop, we may still pay the check. The Bank will not accept stop payment requests on Official Checks or Money Orders issued by the Bank or on checks certified by the Bank.

Any owner may order the Bank to stop payment on a check drawn by any other owner. 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 an Account. If you have indicated, including on a Signature Card, that more than one (1) signature is required on an Item drawn on an Account, 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. We then process any Debits to your Account that Business Day by category, in the processing order stated below in this section. 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. You will be charged an Overdraft Fee or Returned Item Fee for each Debit that overdraws your Account, whether the overdraft was caused by you or another person authorized to use the Account. First Midwest Bank is not obligated to pay any Item presented for payment if your Account does not contain a sufficient Account Balance.

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 reserve the right to change our business practices. Under our current business practices, at the end of each Business Day we will subtract Debits from your Account by payment categories, in the following order:

Processing Order	Debit Categories	Processing Order within Category
1.	Overdraft Fees and Returned Item Fees	Lowest to highest dollar amount order
2.	Chargebacks, levies and garnishments (including any chargeback fees)	Lowest to highest dollar amount order
3.	Wire transfers (including any wire transfer fees)	Lowest to highest dollar amount order
4.	Withdrawals made at a First Midwest Bank branch (including on-us checks cashed over the counter); telephone transfers, including transfers made using the automated First Midwest Bank-Line and Telephone Banking (including any telephone transfer fees); transfers made using Online Banking; and non-scheduled debits made at your request for payment on a First Midwest Bank loan	Lowest to highest dollar amount order
5.	ATM withdrawals and Debit Card transactions paid on that Business Day	Order they were withdrawn or authorized, as applicable; if received at the same time, in lowest to highest dollar amount order
6.	ACH transactions, including Bill Pay Online Banking Payments	Order received by us and if received at the same time, in lowest to highest dollar amount order
7.	Checks, drafts and other Items presented for collection	Check number order as available for processing on that Business Day. On the occasion that a check without a check number is presented, that check and any other unnumbered checks will be the first checks paid (and will be paid in lowest to highest dollar amount order), followed by the others in check number order
8.	Any other automatic loan payments made to a First Midwest Bank loan	Lowest to highest dollar amount order
9.	Scheduled transfers to another Account or an account at another financial institution	Order such scheduled transfers were authorized by you
10.	Any fees and Debits that do not fall within one of the categories above	Lowest to highest dollar amount order

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 Debit that results in an overdraft in your Account. The maximum number of Overdraft Fees and Returned Item Fees you will be charged each day is five (5). In addition, you agree to pay a Continuous Overdraft Fee of \$32 following the seventh (7th) consecutive calendar day your Account remains overdrawn and an additional Continuous Overdraft Fee for each subsequent seven (7) consecutive calendar day period your account remains overdrawn. The Bank will charge the Continuous Overdraft Fee on the first Business day following each such seven (7) consecutive calendar day period your account remains overdrawn.

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.

Unless you have notified us to extend your Overdraft Privilege (as explained below) to include ATM withdrawals or "everyday" debit card transactions, we generally will not authorize these transactions if they exceed your Available Balance. An "everyday" debit card transaction is a non-recurring, single debit card transaction, including but not limited to a transaction made at a merchant location or a telephone or online purchase.

The Bank may, in its sole discretion, transfer funds from one of your Accounts, regardless of ownership (single or joint) and regardless of Account type (Checking or Savings) to provide funds when the Bank receives Items that would result in an overdraft in another 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.

If you want to direct the Bank to return any Item that exceeds your Account Balance, please contact your Personal Banker. You can also contact our Customer Care Center by telephone at 1-800-322-3623 or by mail at: First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431. We will implement your request upon our receipt of your notice and a reasonable amount of time to act upon your request.

We offer Overdraft Protection Service alternatives that may provide a less expensive means to handle overdrafts. 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.

#### **Overdraft Privilege**

Overdraft Privilege is an option for certain Accounts. Customers who have earned this privilege will be notified by mail. You can decide to keep it, cancel it, or extend coverage to include ATM and "everyday" debit card transactions. If you think you would benefit from extended coverage, you may tell us your choice any time before or after you earn this privilege on your Account.

Under our Overdraft Privilege Policy, the Bank may, in its sole discretion, pay the Item or return the Item (except that Overdraft Privilege shall not apply to ATM and everyday debit card transactions unless you have requested the Bank to extend your Overdraft Privilege to include such transactions). Overdraft Privilege will generally be limited to a maximum overdraft amount in our sole discretion. Any and all fees, including, without limitation, the Overdraft Fee and Returned Item Fee, will be included in the overdraft amount. You may not rely on the Bank to honor or pay Items based on previous actions taken by the Bank to pay Items. Overdraft Privilege is not a line of credit. However, if you inadvertently overdraw your Account, we will have the discretion to pay the overdraft.

#### **Ready Cash Line of Credit Account**

If your Account has a Ready Cash Line of Credit associated with it, the terms and conditions contained in your Credit Line Agreement will control with respect to overdrafts of your Account. Transfers from your Ready Cash Line of Credit will occur if (i) your Account Balance is insufficient to pay an Item or fee and (ii) there is sufficient available credit in your Ready Cash Line of Credit account.

#### **Custom Auto Transfer**

If your Account has Custom Auto Transfer to cover overdrafts, the terms and conditions contained in your Custom Auto Transfer Agreement will control with respect to overdrafts of your Account. Transfers from your designated Transfer From Account will occur if (i) the Available Balance in your designated Transfer To Account is insufficient to pay an Item or fee and (ii) there is sufficient Available Balance in your Transfer From Account. If you have designated a minimum balance to be maintained in your Transfer To Account, transfers from your designated Transfer From Account will also occur if (i) the Account Balance in your designated Transfer To Account is less than the minimum

balance amount and (ii) there is sufficient Available Balance in your Transfer From Account subject to the terms and conditions contained in your Custom Auto Transfer Agreement.

#### **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. 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 following the date we send your statement to you 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 to you 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 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.

#### **Combined Statements**

You may choose to receive a combined statement – one (1) statement that reports activity for two (2) or more linked Accounts – rather than individual statements. You may choose safekeeping or check images and your choice will apply to all Accounts on the combined statement. If you choose check images we may assess the applicable Imaging Service Fee for each Account. You agree that information regarding your Account may be available to other owners for those Accounts that appear on the combined statement.

#### **Returning Electronic Entries**

You may have transactions posted to your Account on an electronic basis. If the payment was unauthorized or your authorization has been revoked, you must come into the Bank to complete an affidavit stating the entry was not authorized. The affidavit must be received by the Bank within fifteen (15) calendar days of the date the Bank sends your periodic statement.

#### **Recurring Payments**

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

#### **Dormant Accounts**

We consider any 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 twelve (12) months. Subject to Applicable Law, Savings and Money Market Accounts opened in an Indiana branch will be considered dormant if they have been inactive for thirty-six (36) months. All Money Market Accounts currently offered by First Midwest Bank will be considered dormant after thirty-six (36) months of no activity. 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. A Dormant Account Fee will not be charged on Savings Accounts or Money Market Accounts with account balances greater than \$500.

#### **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.

Property of any kind held in an IRA is not presumed abandoned earlier than five (5) years if the Account is opened by a resident of Illinois, or three (3) years if the Account is opened by a resident of Indiana or Iowa, after the owner attains the age at which distributions from the Account become mandatory under Applicable Law.

### 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 debit the amount credited to you in connection with such entry from your account, 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.

## SECTION 5: SUBSTITUTE CHECKS AND YOUR RIGHTS

### What Is A Substitute Check?

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

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

### What Are My Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your

Account earns interest) within 10 Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) no later than 45 calendar days after we receive your claim.

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

### How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact us. You must contact us within 40 calendar days of the date that we sent (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

## SECTION 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, transactions initiated using a card issued by a third-party service provider (not the Bank) or transactions that are not covered by the Consumer Financial Protection Bureau's 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
- Online Banking
- Bill Pay Online Banking transactions
- Mobile Banking

### First Midwest Bank-Line

Automated telephone transfers may only be initiated according to a separate written agreement with the Bank.

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

You can use these services to conduct transactions on your Account. A detailed description of these services and the security procedures that you must use to access these services will be provided when you enroll in or begin using these services.

### Business Days

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

### 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 a person, merchant or other business who is seeking to sell you goods or services or receive a payment from you, or you issue a check to such person, merchant or business, we may treat such disclosure or issuance as your authorization to accept electronic credits or Debits against your Account, including any fees for electronic presentation 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 First Midwest Bank Accounts (see Section 4) under the subsection Statements.

#### **Stop Payments on Certain Transfers, Procedure for Doing So and Notice of Varying Amounts**

If you have told us in advance to make regular payments from your Account or you authorized a transfer from your Account by telephone or via the Internet 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, in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. We will require the exact dollar amount, the name of the party to whom you gave the check or authorization, and the check number, if applicable. We will charge you 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.

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

#### **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 or Network was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- If any merchant or financial institution refuses to honor your Card.
- If a transfer is not completed due to systems or communications failure.
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions.

There may be other exceptions stated 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**

- Preauthorized Credits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) calendar days from the same person or company, you can call us at the phone number shown on your periodic statement to find out whether or not the deposit has been made. These electronic deposits will also appear on your periodic statement.
- 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 Point-of-Sale ("POS") Transfers: A receipt will be made available at the time you conduct a transaction using your Card, unless the terminal is not working properly or you elect not to receive a receipt. No receipt is needed on transactions of \$15 or less at merchant locations.

#### **In Case of Errors or Questions about Your Electronic Transfers**

Contact us AT ONCE at our Customer Care Center at 1-800-322-3623 if you believe your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Outside of regular business hours, we may be reached at 1-800-236-2442 or write First Midwest Bank, Attn: Customer Care, 3800 Rock Creek Blvd., Joliet, IL 60431. In case of errors or questions about Bill Pay Banking Online, contact Bill Payment Customer Service at 1-877-203-6724 (which is open 24 hours a day, 7 days a week), or write Bill Payment Customer Service, P.O. Box 3280, Milwaukee, WI 53201-3280. Telephoning is the best way of keeping your possible losses down. You could lose all of your money in your Account plus your maximum overdraft line of credit.

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

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

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

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

#### **Liability for Unauthorized Transfers**

Contact us AT ONCE if you believe your Card or Personal Identification Number ("PIN") has been lost or stolen, or if you believe that an electronic transfer has been made without your permission, including the use of information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of your money in your Account plus your maximum overdraft line of credit. If you tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us in time, you could lose as much as \$500.

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

#### **Telephone Number and Address to Be Notified in Event of Unauthorized Transfer**

If you believe your Card or 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 Card remains the property of the Bank and shall be surrendered by you upon request. The Bank may terminate your privilege of using the Card and may withhold approval of any transaction at any time. An inactive Card is subject to closure at the Bank's discretion.

### ATMs and the Card

Subject to such restrictions as may be imposed by the Bank, the Card may be used by the Customer at any ATM bearing the same trademark as your Card, and such other terminals as the Bank may designate, to perform any transactions listed in this Card Agreement which the ATM will perform, and in connection with each Checking, Savings and Money Market Account. You cannot make purchases with your Card if you have a Savings or Money Market Account.

### Use of Card and PIN

The Card and Personal Identification Number ("PIN") are provided solely for the Customer's use and protection. The Customer 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. If your Card is a First Midwest Debit Card, you may use your Card to pay for purchases at places that have agreed to accept Cards bearing the same trademark as appear on your Card. You may also use your Card together with your PIN to perform transactions at designated ATM terminals or at other automated terminals at which the Card may be used. However, 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, deposit or purchase. The Customer will immediately report to the Bank any loss, theft, disappearance, or suspected or known unauthorized use of the Card or disclosure of the PIN.

### 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 same way it handles authorized checks or other items 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 is 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 need not 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 overdraws the Account, the Bank may charge all or part of the deficiency to any other Account at the Bank of any Customer authorized to use the Card unless the charge results in an extension of credit, and the Customer shall pay to the Bank any deficiency that cannot be paid out of such Accounts.

### 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.

### 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. Unless your use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the merchant or other business establishment that 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.

### Account Access and Limitations

You agree to 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 amount of the Item (including, but not limited to, purchases, cash withdrawals and ATM transactions). If you have requested the Bank to extend your Overdraft Privilege to pay Card transactions that result in an overdraft and a Card transaction results in an overdraft, you will be responsible for any Overdraft Fees and must bring your Account to a positive balance immediately.

### Agreement to Comply with Rules

Your retention of, signature on or use of the Card constitutes acceptance of this Agreement as amended from time to time. This Agreement constitutes an addition to all other Agreements and regulations of the Bank governing Accounts that are accessible by the Card or indebtedness on which payments may be made by use of the Card. This Agreement and your use of the Card will be governed by Applicable Law.

### Amendments

This Agreement may be amended by the Bank at any time and is subject to compliance with any applicable requirement of Applicable Law concerning notice. Such amendment shall be effective upon mailing by the Bank of a copy of such amendment to the Customer at the address to which the Customer's statements are sent. If an immediate change in terms and conditions is necessary for security reasons, we may amend these terms and conditions without such prior notice.

### Card Account Access

The issuance of Cards is subject to Bank approval. You may use your Card to:

- Withdraw cash from an Account(s) that you have designated to be accessed by your Card and PIN.
- Make deposits to your designated Account(s) at Bank ATMs.
- Transfer funds between your designated Account(s).
- Make payments on loan(s).
- Make balance inquiries on your designated Account(s).
- Pay for purchases at places that have agreed to accept the Card. (Some of these services may not be available at all terminals.)
- Pay bills directly from your Account(s) in the amount(s) you request.

The First Midwest Debit Card is available to Midwest Checking, Student Checking and Simply Free Checking Account owners. The First Midwest World Debit Card is available to Diamond Checking and Diamond Elite Checking Account owners.

You may use your Card at any First Midwest Bank ATM and any other ATM displaying a MasterCard®, Cirrus®, Maestro®, Shazam® or Allpoint™ brand. Note that only Cards branded with the MasterCard® logo qualify for surcharge fee waivers at Allpoint™ ATMs.

### Limitations on the Frequency of Transfers and Withdrawals

For your protection, there are limitations on the number of transactions you can make using the Cards.

All transactions through an ATM are subject to receipt by the Bank upon opening the ATM and the Bank's verification and collection thereof.

### ATM Transaction Limitations

Unless a different amount was disclosed to you, ATM transaction limitations are as follows:

- ATM Card: Limited to 25 withdrawals or \$500 per day, whichever comes first.
- Debit Card: Limited to 5 withdrawals or \$1,000 per day, whichever comes first.
- World Debit Card: Limited to 25 withdrawals or \$1,500 per day, whichever comes first.

### Purchase Transaction Limitations (PIN and Signature Based)

Unless a different amount was disclosed to you, Purchase transaction limitations are as follows:

- Debit Card: Limited to 25 purchases or \$2,000 per day, whichever comes first.
- World Debit Card: Limited to 25 purchases or \$5,000 per day, whichever comes first.

### First Midwest Cash Advance Limitations

Unless a different amount was disclosed to you, Cash Advance transaction limitations are as follows:

- Debit Card: Limited to 3 advances or \$1,000 per day, whichever comes first.
- World Debit Card: Limited to 25 advances or \$5,000 per day, whichever comes first.

### Service Fees

Electronic funds transfers may be subject to a fee. 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. Fees vary based on your Account type and your Card type. See the General Fee Schedule and Deposit Account Pricing Schedule for details.

### 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 following Networks for PIN and non-PIN transactions: MasterCard®, Cirrus®, Maestro® and Shazam®.

The amount of your purchase will be deducted directly from your Account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your Account at the time the Card is used, even if the transaction is not posted immediately to your Account.

### 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 a Bank 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 them to pay Items presented. 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:

Transaction Type	Cut-Off Time (Central Time)
All ATM Locations	Monday - Friday: 6:00pm
Online and Mobile Banking – Account Transfer	Monday - Friday: 8:00pm
Bank-Line – Account Transfer	Monday - Friday: 8:00pm
Mobile Banking Deposit	Monday - Friday: 5:00pm

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 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 Business Day. If we are not going to make all the funds available from your deposit available on the first Business Day after the day of your deposit, we will notify you at the time of your deposit. 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 overdrawn your Account repeatedly in the last six (6) months;
- An emergency exists, such as an interruption of communications or computer or other equipment facilities, a suspension of payment by another bank, war, weather or an emergency condition beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh (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 on which 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 (1st) Business Day after the day of deposit if the deposit meets certain conditions. For example, certain conditions may include the check being made payable to you and you may have to use a special deposit slip. It may take up to the ninth (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 Bank Accounts.



# **PLAIN LANGUAGE GUIDE TO FEES**

**SECTION 8:  
GENERAL FEE SCHEDULE**

The General Fee Schedule below provides you with information on fees for Bank services that you may use from time to time. The fees identified in our General Fee Schedule apply to all First Midwest Bank consumer deposit Accounts.

<b>ATM/Debit Card Services</b>	
ATM or Debit Card International Transaction Fee	3.00% of transaction
ATM or Debit Card Replacement Fee	\$5.00 per card
ATM or Debit Card Rush Delivery Fee	\$40.00
Debit Card Transactions at Bank and Allpoint™ ATMs	Free
ATM and Debit Card transactions made at machines not owned by the Bank	\$3.00
<b>General Services</b>	
Account Activity Statements	\$3.00
Account Closing Fee	\$25.00
Account Reconciliation	\$35.00/hour
Account Research Fee	
Hourly	\$20.00/hour (\$10.00 minimum charge)
Rush Fee	additional \$2.50 per Item
Authorization Letter to Remove Vehicle from State or Country	\$25.00
Charge-off Collection Fee	\$15.00
Collection Services	
Standard Items (Special handling)	\$20.00 per Item + provider cost
Non-Standard Items	\$5.00 per Item (check)
Credit Verification	\$5.00 (charged to requester)
Dormant Account Fee for Savings and Money Market Accounts	\$5.00/month
Dormant Account Free for Checking Accounts	\$10.00/month
Garnishment/Subpoenas	\$100.00 + cost (\$25.00 in IA, \$20.00 for IN)
IRA Transfer/Early Distribution Fee	\$30.00
Letters for Immigration/Balance Verification	\$5.00
Manual Telephone Transfers	\$5.00
Returned Check Chargeback Fee	\$10.00
Stop Payment	\$37.00
<b>Overdraft Services</b>	
Continuous Overdraft Fee	\$32.00
Custom Auto Transfer (Overdraft protection with transfer from a linked Account)	\$10.00 per transfer
Overdraft Fee/Returned Item Fee	\$36.00 (\$10 per day for ETA <sup>SM</sup> Accounts)
Ready Cash Annual Fee	\$35.00
Ready Cash Transfer Fee	\$10.00

<b>Statement Services</b>	
Additional Statement Requests (previously sent)	\$5.00/statement
Check Images with Statement (Free for Diamond and Midwest Checking Accounts)	\$2.50/month
Copy of Statement/Check	\$5.00
Hold-At-Bank Statements	\$15.00/month
Undeliverable Statement/Notice Fee	\$10.00/month
<b>Teller Services</b>	
Counter Checks	\$0.50
Coupon Redemption	\$10.00 + provider cost
Currency – Rolled Coin	\$0.15 per roll in excess of 10 rolls
Foreign Transactions	
Foreign Currency Orders	\$20.00/order + cost
Foreign Currency Redeemed	\$20.00 + cost
Foreign Drafts	\$30.00
Canadian Checks	\$2.00 per Item deposited
Gift Card	\$3.95 per card
Money Orders (Free for Diamond Checking and Diamond Checking Elite customers)	\$3.00
Money Order/Official Check Stop Payment	\$37.00
Notary (Free for Diamond Checking and Diamond Elite Checking customers)	\$1.00
Official/Cashier Checks (Free for Diamond Checking and Diamond Elite Checking customers)	\$5.00
Safe Deposit Box Rental	Varies
Safe Deposit Box Drill Fee	\$100.00
Safe Deposit Box Late Payment Fee (each month that rental fee is not paid)	\$5.00
Abandoned Property Administration for unclaimed boxes	\$50.00
Safe Deposit Box Lost Key Fee	\$20.00
Signature Guarantee (Free for Diamond and Diamond Elite Checking customers)	\$3.00
Travelers Checks – One Signature (Free for Diamond Checking and Diamond Elite Checking customers)	2.50% of total
<b>Wire Transfer Services</b>	
Domestic-Outgoing	\$30.00
Domestic-Incoming	\$15.00
Foreign-Outgoing	\$50.00
Wire Notification	\$5.00
Wire Trace	\$60.00

**SECTION 9:  
DEPOSIT ACCOUNT PRICING SCHEDULE**

<b>Checking Accounts</b>						
	<b>Diamond Checking</b>	<b>Diamond Elite Checking<sup>4</sup></b>	<b>Midwest Checking</b>	<b>Simply Free Checking</b>	<b>Student Checking</b>	<b>Health Savings Account</b>
<b>Interest<sup>3</sup></b>	Tiered	Tiered	Tiered	N/A	N/A	Tiered
<b>Minimum Balance to Open</b>	\$100	\$100	\$100	\$100	\$25	\$100
<b>Check Printing &amp; Delivery</b>	<b>FREE</b> First Midwest Exclusive Checks and \$10 off other select styles	<b>FREE</b> First Midwest Exclusive Checks and \$10 off other select styles plus free expedited delivery	\$10 off first box of First Midwest Exclusive Checks and \$5 off subsequent orders	\$5 off first box of First Midwest Exclusive Checks	\$5 off first box of First Midwest Exclusive Checks	Check printing & delivery fees apply
<b>Debit MasterCard and ATM Card Access to Allpoint™ ATM Network</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>	<b>FREE</b>
<b>Non-First Midwest Bank ATM Transaction Fees (Other Banks' Surcharge Fees May Apply)</b>	Four (4) <b>FREE</b> per statement period; \$3 per transaction thereafter	Unlimited <b>FREE</b> <sup>5</sup>	\$3.00 per transaction	\$3.00 per transaction	\$3.00 per transaction	Two (2) <b>FREE</b> per statement period; \$3 per transaction thereafter
<b>Standard Statement Delivery</b>	eStatement with check images	eStatement with check images	eStatement with check images	eStatement with check images	eStatement with check images	eStatement with check images
<b>Optional Statement Delivery upon Request</b>	Paper Statement (check images included upon request)	Paper Statement (check images included upon request)	Paper Statement (check images included upon request)	Paper Statement (check images \$2.50/month)	N/A	Paper Statement (check images \$2.50/month)
<b>Monthly Maintenance Fee</b>	\$20	N/A	\$12	N/A	N/A	\$2
<b>Requirements to Waive Monthly Maintenance Fee</b>	Maintain a Mortgage Home Equity Loan or Line, Personal Trust or Private Banking relationship, \$25,000 combined average daily balance in Checking, Savings, Money Market and/or CDs, or a First Midwest Financial Network relationship <sup>1,2</sup>	N/A	Maintain a minimum of a \$1,000/month Direct Deposit, or \$2,500 minimum Ledger Balance in Checking <sup>6</sup>	N/A	N/A	\$500 Average Daily Balance

<sup>1</sup> First Midwest Financial Network relationship requires a minimum of \$25,000 in invested balances.

<sup>2</sup> First Midwest Financial Network is a division of First Midwest Bank. Securities and Advisory Services offered through LPL Financial, a Registered Investment Advisor, Member FINRA/SIPC. Insurance products offered through LPL Financial or its licensed affiliates. First Midwest Bank and First Midwest Financial Network are not registered broker/dealers and are not affiliated with LPL Financial.

<sup>3</sup> Refer to Deposit Rate Sheet for current rates. Rates are variable-interest rate and Annual Percentage Yield subject to change daily.

<sup>4</sup> The Diamond Elite Checking Account is offered exclusively to our First Midwest Bank Private Banking clients. A Private Banking client is a commercial client with business assets of \$1 million or greater or an individual with at least \$250,000 in combined qualifying deposits, investments or non-mortgage loan products with the Bank. See a Private Banking Officer for details.

<sup>5</sup> At the end of the account statement cycle, the Bank will refund any other banks' surcharge fees that were assessed during the cycle unless your Account became overdrawn at any time during the statement cycle.

<sup>6</sup> Qualifying direct deposits are salary, pension, Social Security, or other regular monthly income electronically deposited to your Account by your employer or an outside agency. Transfers from one Account to another, or deposits made at a banking location or ATM, do not qualify as a direct deposit.

<b>Not FDIC Insured</b>	<b>Not Bank Guaranteed</b>	<b>May Lose Value</b>
<b>Not Insured by any Federal Government Agency</b>		<b>Not a Bank Deposit</b>

## Savings Accounts

	Diamond Savings	Investor Reserve Savings	Statement Savings	Electronic Transfer Account
Interest <sup>7</sup>	Tiered	Tiered	Flat	Flat
Minimum Balance to Open	\$100	\$100	\$100	\$100
Monthly Maintenance Fee	\$25	\$25	\$5	\$3
Daily Account Balance to Waive Monthly Maintenance Fee	\$1,000 <sup>8</sup>	\$1,000	\$200 <sup>9</sup>	N/A
Withdrawal Limits	6 per month or statement cycle	6 per month or statement cycle	6 per month or statement cycle	4 per month or statement cycle
Transaction Fee If Withdrawal Limit Is Exceeded	\$3 per Item	\$3 per Item	\$3 per Item	\$3 per Item
Regulatory Transaction Limitations	6 per month or statement cycle	6 per month or statement cycle	6 per month or statement cycle	6 per month or statement cycle
Regulatory Transaction Limit Is Exceeded	Bank reserves the right to close your Account or transfer your funds to a non-interest-bearing checking account	Bank reserves the right to close your Account or transfer your funds to a non-interest-bearing checking account	Bank reserves the right to close your Account or transfer your funds to a non-interest-bearing checking account	\$3 per Item and Bank reserves the right to close your Account or transfer your funds to a non-interest-bearing checking account

<sup>7</sup> Refer to Deposit Rate Sheet for current rates. Rates are variable-interest rate and Annual Percentage Yield subject to change daily.

<sup>8</sup> Diamond Savings Account customers may also waive the Monthly Maintenance Fee with an automatic minimum monthly transfer of \$50 from their Savings Account.

<sup>9</sup> Statement Savings Account customers may also waive the Monthly Maintenance Fee for the first six (6) months after Account opening with automatic minimum monthly transfers of \$25 from their Midwest Checking Account.

## Money Market Accounts

	Diamond Money Market	Premier Money Market	Money Market	IRA Money Market
Interest <sup>10</sup>	Tiered	Tiered	Flat	Tiered
Minimum Balance to Open	\$100	\$100	\$100	\$100
Monthly Maintenance Fee	\$25	\$25	\$15	\$15
Daily Account Balance to Avoid Monthly Maintenance Fee	\$2,500	\$2,500	\$1,000	\$1,000
Regulatory Transaction Limitations	6 per month	6 per month	6 per month	\$30 Transfer Fee <sup>12</sup>
Transaction Fee If Regulatory Transaction Limit Is Exceeded <sup>11</sup>	\$15 per item	\$15 per item	\$15 per item	


<sup>10</sup> Refer to Deposit Rate Sheet for current rates. Rates are variable-interest rate and Annual Percentage Yield subject to change daily.

<sup>11</sup> Bank reserves the right to close your Account or transfer your funds to a non-interest-bearing checking account.

<sup>12</sup> A Transfer/Early Distribution Fee applies for closing the Account prior to full distribution or transfer of funds to another qualified program or financial institution.







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



**First Midwest Bank**

**BANK WITH MOMENTUM** 



Member FDIC

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