

Welcome To Midland States Bank  
Product Guide

**Welcome Guide.** Important information about changes that affect your FNBC accounts.

# Table of Contents

3	A Little About Us
4	FDIC Coverage
4	Personal Banking Services
6	Personal Savings and Money Market Accounts
8	Personal CDs and IRAs
9	Overdraft Protection
10	Convenient Personal Services
11	Personal Loans
11	Business Checking Services
13	Business Savings and Money Market Accounts
14	Business and Public Funds CDs
14	Public Funds Checking Services
16	Public Funds Savings and Money Market Accounts
16	Business Loans
17	Convenient Business Services
18	Other Bank Services
19	Interest Tiers
21	Disclosures
35	Consumer, Business and Public Funds Service Fees
36	Business Service Fees
37	Privacy Policy

## Legend

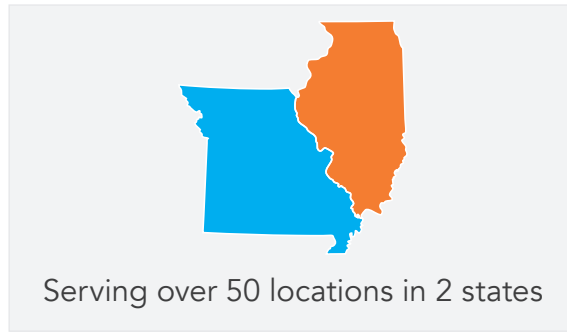
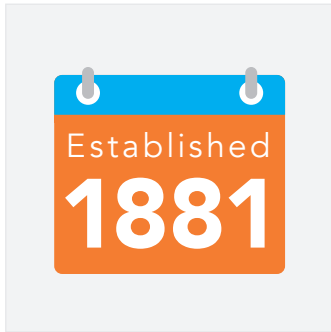


Look for this symbol for new enhancements to the way you bank.



Please pay special attention to this symbol which indicates changes that could affect you.

# A little about us



Serving over 50 locations in 2 states



Commercial & Treasury Management	Trust	Digital Tools	Personal Banking	Equipment Financing
Merchant Credit Card Services	Investments	Checking Savings and Loans	55,000 ATMs	We provide a full range of financial products and services.
Mortgage	Wealth Management Group			

Midland States Bank  
**\$7.34 Billion Assets**

Wealth Management Group  
**\$4.04 Billion**  
Assets Under Administration  
As of March 31, 2022

When it comes to serving your financial needs and goals, we are committed to exceeding your expectations. Midland customers enjoy a wide variety of financial products and services, all delivered with the care and attention you deserve.

We are dedicated to maintaining our roots as a community bank by helping generations of families with their personal, business and wealth management needs, as well as investing in the communities in which we live and work.

With multiple locations and diverse products, our bank is more convenient than ever. We can help tailor our offerings to meet your unique needs and objectives. Midland also maintains a full digital suite of personal and business services that provide benefits of managing finances when and where you choose, with the peace of mind that your information remains safe and secure.

If you have questions or would like additional information, please stop by a branch located near you, visit us online at [midlandsb.com](http://midlandsb.com) or contact a member of our team today.



# FDIC Coverage

At Midland States Bank, your deposits are protected up to the insurance limit by the Federal Deposit Insurance Corporation (FDIC). FDIC insured accounts include checking and savings accounts, money market deposit accounts, CDs and deposits in IRAs. Almost all of your interest-bearing deposit transaction accounts at Midland States Bank, as well as deposits in IRAs and certain other retirement accounts, are insured up to \$250,000 per depositor, subject to certain limits.

If you were a deposit customer of both Midland States Bank and FNBC at the time of the acquisition, your deposits will have separate FDIC insurance coverage for a period of six months following the acquisition date. In the case of a time deposit, the coverage continues until the earliest maturity date after the six-month period. In the case of time deposits which mature within six months of the date of the acquisition and which are renewed at the same dollar amount (either with or without accrued interest having been added to the principal amount) and for the same term as the original deposit, the separate insurance applies to the renewed deposits until the first maturity date after the six-month period. Time deposits that mature within six months of the acquisition date and that are renewed on any other basis, or that are not renewed and thereby become demand deposits, are separately insured only until the end of the six-month period.

You can confirm that your deposits are within the insurance limits by using the FDIC's Electronic Deposit Insurance Estimator (EDIE), by calling the FDIC at 1-877-275-3342, or by asking your local Midland representative.

A Midland representative would be happy to sit down with you to discuss the coverage on your deposits or any financial needs. You can learn more about the FDIC through their website located at [www.fdic.gov/deposit](http://www.fdic.gov/deposit).

## Personal Banking Services

We want you to have the freedom to manage your account the way you manage your life. So, if you are the type of person who utilizes the convenience of online bill pay, writes a lot of checks or just uses your debit card for everything – we have a Liv™ account just right for you. Our Liv accounts are designed with flexibility and tools around the way you Liv!

### ✔ Liv™ Unlimited Checking

Get everything we've got with Liv Unlimited. Our best account offers free personalized checks, unlimited waived ATM fees, and interest on your money.

### ! Liv™ Simply Checking

With Liv Simply, you have no worries about minimum balances to maintain or check writing limits. And, there is no monthly service charge when you receive your statement online. If you prefer to receive your statements in the mail, you can continue to do so for \$3 each month you receive a paper statement.

## Personal Checking Account Benefits and Details

Account Details	Liv Unlimited	Liv Simply
Minimum opening deposit	\$50	\$50
Monthly service charge	\$10	\$3
Is there a way to pay \$0 in monthly service charges?	Yes	Yes
\$0 monthly service charge requirement:	\$5,000 daily balance is maintained	Online Statement is enabled for this account
Earns Interest <sup>1</sup>	Yes	
Minimum daily balance to earn interest	\$0.01	
Debit Card	✓	✓
Debit Card App (My Card Rules)	✓	✓
Turn your card on and off	✓	✓
Control Merchant types	✓	✓
Control spending limits	✓	✓
View debit card transactions	✓	✓
Set Alerts and Notifications	✓	✓
Online Banking and Bill Pay	✓	✓
Mobile Banking with Mobile Deposit	✓	✓
Text Banking	✓	✓
Money Management Tools	✓	✓
Online Banking Debit Card Rewards	✓	✓
Send, request and receive person to person payments with Zelle®	✓	✓
Allpoint ATM Network (55,000+ ATMs)	✓	✓
ATM refunds <sup>2</sup>	Unlimited fee reimbursement	

1 - Concerning Interest Bearing Accounts: Minimum daily balance to obtain the disclosed annual percentage yield is \$0.01. Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Your interest rate and annual percentage yield may change at any time at our discretion. The interest rate and annual percentage yield for these tiers may change at any time at our discretion. Compounding and Crediting - Interest will be compounded every month. Interest will be added back to the principal every month. If you close your account before interest is credited, you will receive the accrued interest. Balance Computation Method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

2 - Foreign ATM fees by ATM owners other than Midland States Bank will be charged as the fee occurs. General disclaimer concerning all Personal Checking Account Types. Collection of service charge: If funds are not available in your account at the time your service charge is assessed, the monthly service charge will overdraw your account. Overdrafts will result in additional fees. A \$40 fee will be charged when an account is closed within 180 days after opening. Applicable carrier data and message rates apply when using mobile and online services. Bank rules and regulations apply. See Service Fees schedule for additional terms and conditions.

# Personal Savings and Money Market Accounts

As we all know, saving today makes for a brighter tomorrow. To make saving easier, we offer a simple menu of accounts.

## ! FlexSaver Savings

A simple and straightforward way to save, our FlexSaver Account offers the perfect place to put that extra money you don't need in your checking account right now. Put aside a little bit every week and watch your savings grow. Over time, the little things really do add up.

## ! YouthSaver Savings

For those under 18 years of age, the YouthSaver Account is a free and simple way to save. Teach your kids to manage their money and you'll kick start a life of good savings habits.

## ! Health Savings Account

A Health Savings Account (HSA) is a smart and effective way for eligible individuals to enjoy tax benefits while saving for health care deductibles and expenses. HSAs are individually owned and controlled. If you are currently covered by a High Deductible Health Plan, an HSA could help bridge the gap in uncovered health expenses. Let a Midland representative show you how easy it is to save and pay for medical expenses. While we have it listed under Personal Savings, Midland's HSAs are both a checking account and a savings account because it offers the convenience of check writing and debit card access, as well as serving as a savings account for current and future healthcare expenses.

## ! Midland Money Market

The Midland Money Market Account works like a checking account, but earns interest like a savings account. Designed for people looking for a competitive rate, our money market account offers you the benefit of rates that rise with your balance. Accessibility, convenience and attractive rates wrapped into one account.

## Personal Savings and Money Market Accounts Benefits and Details

Account Details	FlexSaver Savings	YouthSaver Savings <sup>2</sup>	Midland Money Market	Health Savings Account <sup>3</sup>
Minimum opening deposit	\$50	\$5	\$2,500	\$100
Monthly service charge	\$3	\$0	\$15	\$2
Is there a way to pay \$0 in monthly service charges?	Yes		Yes	Yes
Minimum requirement to avoid monthly service charge	\$250 daily balance, or an ACH deposit into this savings account during the month		\$1,000 daily balance or \$7,500 average monthly balance	\$1,500 average monthly balance
Earns Interest <sup>1</sup>	Yes	Yes	Yes	Yes
Minimum daily balance to earn interest	\$0.01	\$0.01	\$0.01	\$0.01
Online Banking	✓	✓	✓	✓
Mobile Banking with mobile deposit	✓	✓	✓	✓
Text Banking	✓	✓	✓	✓
Money Management	✓	✓	✓	✓
Debit Card	✓	✓	✓	✓
Checks (costs vary)			✓	✓

1 - Variable Rate - Your interest rate and annual percentage yield may change. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. Determination of rates and frequency of rate changes - At our discretion, we may change the interest rate on your account at any time and without notice. If your account becomes dormant (no deposits or withdrawals or other transactions), the interest rate will be suspended. Minimum daily balance to earn interest for Savings Accounts is \$0.01. Minimum daily balance to earn interest for Midland Money Market and Health Savings Accounts is \$0.01. Compounding and crediting for FlexSaver and YouthSaver Savings Accounts - Interest will compound every 3 months and interest will be added back to the principal every 3 months. If you close your account before interest is credited, you will receive the accrued interest. Compounding and crediting for Money Market and Health Savings Accounts - Interest will be compounded every month. Interest will be added back to the principal every month. If you close your account before interest is credited, you will receive the accrued interest. Balance Computation Method - We use the daily

balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. Accrual of Interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

2 - The monthly fee is \$0 until the minor turns 18 years of age. Upon turning 18, the account will automatically convert to the FlexSaver Savings account and the terms and conditions, as well as all charges associated with the FlexSaver Savings account will apply. Currently, the monthly service charge for the FlexSaver Savings Account is \$3.

3 - Health Savings Accounts are a depository instrument only. Insurance is not provided by the Bank. Consult your tax advisor for tax savings.

General disclaimer concerning all Savings and Money Market Accounts. A \$40 fee will be charged when an account is closed within 180 days after opening. Applicable carrier data and message rates apply when using mobile and online services. Bank rules and regulations apply.

# Personal CDs and IRAs

## Variable IRA CDs

Variable IRA CDs offer you the flexibility of building your retirement funds throughout the term of your Variable IRA CD.

## Fixed Rate CDs and IRA CDs

Whether your objective is short-term growth or a long-range investment, a Midland Certificate of Deposit (CD) is a time proven savings standard to help you achieve your financial goals. Traditional and versatile, CDs offer rates, terms and returns you can depend on. In addition, a Midland CD is FDIC insured – making it a safe and secure investment that will complement your overall savings goals.

Your certificate can also be classified as an Individual Retirement Account (IRA). An IRA offers attractive tax advantages as part of a tax-deferred retirement strategy.

## Personal CDs and IRAs Benefits and Details

Account Details	Variable IRA CDs	Fixed Rate CDs	Fixed Rate IRA CDs
Minimum opening deposit	\$100	\$500	\$500
Term(s)	12 Months	Beginning at 7 days	Beginning at 7 days
Deposits / Contributions	Yes. There are no frequency limitations	No	No
Withdrawals	If withdrawal of funds occur prior to maturity, early withdrawal penalties would apply + IRS rules for withdrawals	If withdrawal of funds occur prior to maturity, early withdrawal penalties would apply + IRS rules for withdrawals	If withdrawal of funds occur prior to maturity, early withdrawal penalties would apply + IRS rules for withdrawals
Compounding Frequency	Every 3 months	1 month, 3 months, 6 months or 12 month options. Terms less than 31 days will be at maturity only	1 month, 3 months, 6 months or 12 month options. Terms less than 31 days will be at maturity only
Variable Rate	At our discretion, we may change the interest rate on your account at any time and without notice		
Fixed Rate		Yes	Yes
Interest Crediting	Options include compounding of interest, transfer to another Midland deposit account, ACH to another institution or by check	Options include compounding of interest, transfer to another Midland deposit account, ACH to another institution or by check	Options include compounding of interest, transfer to another Midland deposit account, ACH to another institution or by check
Renewal	Automatic Renewal	Automatic Renewal	Automatic Renewal

Statements: Statements may be available for CDs when combined with a checking and/or savings account statements. IRA statements are issued annually.

All CD Terms: Upon maturity, you have 10 days to change the terms of, or withdraw money from your CD or IRA. Interest is not paid during the grace period unless renewed. Annual percentage yield assumes interest will remain on deposit until maturity and a withdrawal may reduce earnings. Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks.) IRS penalties may apply to early withdrawals from IRAs. IRAs are available as a Traditional, Roth, SEP or Educational IRA.

Early Withdrawal Penalties: Terms of 7 - 30 days will equal 100% of accrued interest. Terms of 1 - 3 months will equal 1 month of accrued interest. Terms of 4 - 6 months will equal 3 months of accrued interest. Terms of 7 - 17 months and Variable IRAs will equal 6 months of accrued interest. Terms of 18 months or greater will equal 12 months of accrued interest



# Overdraft Protection

It is our belief that we treat our customers how we want to be treated. You can count on us to communicate with you in a straight-forward manner, providing you with as much information as you would like – nothing hidden and no gimmicks. We apply this philosophy to our products and services – including overdraft protection services.

Online and Mobile Banking, Bill Pay and Money Movement allow you to transfer money between accounts, establish a budget, track spending and set balance alerts. These tools may help reduce the risk of overdrafts by making you aware of low balances and upcoming expenses. Below are overdraft protection services in case you need a little extra protection.

## Here are two options:

### Keep: Courtesy Coverage

This option comes with your account. We generally let your online bill payments and checks go through and decline your debit card transactions and ATM withdrawals.

### Or switch to: Extended Coverage

If you switch to this option, we may also authorize ATM withdrawals and debit card transactions that overdraw your account. If we do, we'll charge an overdraft fee.

ATM overdraft fee	No Fee	\$36
Debit card overdraft fee	No Fee	\$36
Online bill payment overdraft fee	\$36	\$36
Check overdraft fee	\$36	\$36
Maximum number of fees	6 overdraft fees per day	6 overdraft fees per day
Continuous overdraft fee	A continuous overdraft fee of <b>\$36</b> will be charged every 5th business day of being overdraft through the 25th business day.	A continuous overdraft fee of <b>\$36</b> will be charged every 5th business day of being overdraft through the 25th business day.



Link an account to lower your fees. You can link this account to a savings account, credit card, or line of credit. We'll use the money from the linked account to pay transactions that overdraw your account.



For more information about your options, call us at 1-855-696-4352 or visit [Midlandsb.com/overdraft](https://Midlandsb.com/overdraft). For tools to help you make your overdraft decision, Visit [consumerfinance.gov/overdraft](https://consumerfinance.gov/overdraft).

### To keep the current option:

There is nothing you need to do. You will not pay overdraft fees on ATM withdrawals or debit card transactions.

### To switch to all transactions option:

Contact us at 1-855-696-4352; or by visiting any of our banking centers.

I understand that Midland States Bank may authorize any transaction even if it overdraws my account. I will be charged \$36 for each overdraft.

1 - Some restrictions may apply. Loans based on credit qualifications. Annual Percentage Rate as of May 5, 2022 is 19.00%, (Prime 4.00% + 15%).

2 - Refer to the Courtesy Overdraft Policy for full details of the program. A fee is imposed on overdrafts created by check, in person withdrawal, ATM withdrawals (with, or other electronic means). An overdraft and the associated fee is immediately due and payable when incurred. Whether we pay an overdraft is discretionary and we reserve the right not to pay. We typically do not pay overdrafts if your account is not in good standing. A \$36 NSF fee will be charged per returned item. All qualified Midland States Bank checking accounts will automatically receive the protection provided by the Courtesy Overdraft Program. Continuous Overdraft Fees: Maximum \$180 will be charged per overdraft occurrence (25 business days divided by 5 business days = a total of five \$36 charges per overdraft occurrence). Continuous overdraft fees begin the day of your first overdraft, per overdraft occurrence. How this charge is calculated: If your account is overdrawn, a continuous overdraft fee of \$36 is charged every 5 business days up to the 25th business day.

# Convenient Personal Services

Everyone is looking for greater convenience with most things in life. We understand that and have applied this to banking. Easier access to your account information, the money you need, and bills that need to be paid are just a few of the many convenient ways we have improved banking for you.

## Online Banking and Bill Pay

Branch-free access. What's not to love? Anytime, anywhere access to all of your accounts. Within just a few minutes, you can check balances, transfer money, pay bills, view statements, view checks, stop payment on a check, check your budget, see upcoming bills, pay a friend for lunch, and update your accounting software with your bank account information.

## Zelle®

Easily and quickly send and receive money with almost anyone online or through your mobile device – FREE, of course. Just about anyone in the US with a bank account can receive money using Zelle®. For example, you can pay rent to a roommate or a landlord, send your kid at college some fun-money, or pay your club membership dues.

## Mobile Banking App\*

Get information even faster. Our simple app for your smartphone or tablet is free and secure – and faster than logging on to your computer. View past transactions from your various accounts, transfer money, view check images, check your loan accounts, make loan payments, pay someone using popmoney, and make a deposit all from your device.

## ✔ MyCardRules App

You are in full control of your debit card - all day, everyday. Quickly turn your debit card on and off. Control where you spend and how much. Watch your debit card transactions and setup alerts and notifications - control at your fingertips.

## ✔ SmartWatch Banking

Enjoy even more convenience! Easily and securely check account balances and recent transactions without a log in. You can also choose which accounts can be seen on your watch and set the account order. When you need to locate a Midland banking center or ATM close to you, the Apple Watches geolocation provides this convenience.

Compatible Watches:

Apple® Watch

Wear OS by Google™ Watch

To learn how to enable Smartwatch Banking, visit [midlandsb.com/smartwatch-banking](http://midlandsb.com/smartwatch-banking)

## Online Statements

Go paperless. Make your life easier and go paperless by signing up for online statements and notices.

## ✔ Mobile Wallet

Mobile Wallet is a convenient way to pay with your Midland debit cards. If your phone is in your hands, so are all of your eligible cards so you can carry less and get more. It's fast, convenient and secure.

Now available on all debit cards including personal, business or HSA.

## ✔ Instant Issue Debit Cards

We understand that everyone has one of those days when things just seem to go wrong. That's why we replace a lost or stolen debit card instantly. Visit any Midland banking center to receive your instant issue debit card.

## ✔ Text Banking\*

Talk to your money. Just send us a text – we'll send you back your account information within seconds. Instantly receive available account balances, recent transaction history or transfer money to your primary account, all with a simple text.

## External Transfers between Financial Institutions

A convenient and secure way to send and receive money between your accounts at other institutions and your Midland accounts from within Online Banking.

## Bank by Phone\*

Bank by Phone is free, secure and helps you manage your accounts anywhere and anytime you want through the use of any touchtone phone. By having 24/7/365 access, this handy tool is invaluable when you are not near your computer or you are without your smartphone.

Call 1-855-696-4352 to speak with a Customer Care Specialist to enroll and select a 4-digit code to access your accounts.

\*There is no charge from Midland, but message and data rates from your phone carrier may apply. Must be enrolled in Midland Online Banking to access the app.

## Allpoint ATM Network

Surcharge-free access to over 55,000 ATMs worldwide. Look for the green ATM sticker at CVS Pharmacy, Walgreens, Target, Kroger, Winn-Dixie, Circle K and other fine retailers.

Midland States Bank is not affiliated with nor do we endorse any of the retailers listed.

# Personal Loans

We offer a variety of personal lending options when you need money. Whether it is a want or a need, see Midland for your next loan. We'll help you with your application and offer quick decisions.

## Types of financing options:

- Midland Credit Cards
- Home Equity Loans and Lines of Credit
- Personal Installment Loans
- Vehicle Loans – Autos, Marine and RVs
- Mortgage Loans

# Business Checking Services

As your business grows, it's important that your checking account options reflect and complement your business strategies. Midland checking accounts provide your business with account options that work well as stand-alone accounts, or partners with other financial products and services for more sophisticated needs. These accounts maximize your cash position and increase efficiencies throughout your company. If you have one or multiple locations, we have the ability to help you set up checking accounts which provides automated cash transfers to and from investments, loan pay-downs and more, depending on your business' needs.

## ! Pro Essential Checking

Created for small to mid-sized businesses.

## ! Pro Interest Checking

Offering a generous number of items per month, plus earns interest.

## ! Lawyer's Trust Account

The Interest On Lawyers Trust Accounts (IOLTA) are limited to attorneys and law firms that maintain escrow funds for multiple clients. An IOLTA pools interest used for the deposit of nominal or short-term client funds. The interest on an IOLTA is paid to the Lawyers Trust Fund of the state. The Lawyers Trust Fund is a tax-exempt, not-for-profit organization that uses the interest generated by IOLTA accounts to make charitable contributions to not-for-profit agencies that provide legal aid to the poor.

## ! Pro Connect Checking

Commercial account designed for high activity and additional treasury management services.

## ! Pro Connect Sweep Account

Account providing investment opportunity for excess available funds at the close of each business day.

This account is not FDIC insured, but funds are used to acquire investment grade corporate securities and/or mortgage securities.

## Business Checking Account Benefits and Details

Account Details	Pro Essential	Pro Interest	Lawyer's Trust <sup>4</sup>	Pro Connect <sup>3</sup>	Pro Connect Sweep <sup>3</sup>
Minimum opening deposit	\$100	\$100	No Minimum	\$100	\$100
Monthly service charge	\$0	\$15	\$0	\$20	\$20
Service charge will be waived		With a minimum daily balance of \$2,500, or a combined balance of \$10,000			
Number of items included per month	350	250			
Excess transaction/item fee <sup>1</sup>	\$0.50 per transaction over 350	\$0.25 per transaction over 250			
Earns Interest		Yes	Yes		
Minimum daily balance to earn interest		\$1.00	\$1.00		
Earnings Credit <sup>2</sup>				Based on tiers. The earnings credit may offset the fees charged to the account down to \$0	Based on tiers. The earnings credit may offset the fees charged to the account down to \$0
Account transaction fees					
Debits					
Electronic item				\$0.20 per ACH item	\$0.20 per ACH item
Paid items (checks and debits)				\$0.21 per item	\$0.21 per item
Credits					
Electronic item				\$0.20 per ACH item	\$0.20 per ACH item
Deposit ticket				\$0.75	\$0.75
Deposited Item				\$0.15 per On Us item / \$0.15 per Not On Us item	\$0.15 per On Us item / \$0.15 per Not On Us item
Sweep to Investment Account					See Business Service Fees

1 - Transactions include deposit tickets, deposited items, checks, ACH, wires and other transactions. The Excess Item Fee will be charged for each additional transaction over the maximum number of transactions available at no charge per statement cycle.

2 - Earnings Allowance (also known as earnings credit) - An earnings allowance is used to offset eligible fees. Your earnings credit is calculated by applying the earnings credit rate to the investable balance available for services in your account. The earnings credit rate appears on the client analysis statement for your account. The earnings credit rate is determined by the Bank and is subject to change at the Bank's discretion. You pay a service charge when your fees exceed your earnings allowance in a given month.

3 - Uncollected Funds: Uncollected funds are funds the bank treats as having not yet been collected, on the basis of the Bank's current collection schedule. Fees for the use of uncollected funds - The fee for using uncollected funds is based on a monthly average. On any day you did not use uncollected funds we assign a zero value. Midland's base rate (Wall Street Journal Prime Rate) plus 4% is applied to your average daily negative collected balance for the monthly statement cycle. The average daily negative collected balance is the sum of the negative collected balance at the close of business on each day of the statement cycle divided by the number of days in the cycle. Recoupment - The Recoupment fee is .0775. Explanation of Recoupment Fee: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying

the FDIC is charging the fee. The Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance maintained in your account. The Recoupment Fee is subject to change by the Bank at any time without notice.

4 - This account follows State regulated program rules, including the submittal of paid interest to the State IOLTA Fund.

General disclaimer concerning all Business and Public Fund Checking Account Types. Collection of service charge: If funds are not available in your account at the time your service charge is assessed, the monthly service charge will overdraw your account. Overdrafts will result in additional fees. A \$40 fee will be charged when an account is closed within 180 days after opening.

# Business Savings and Money Market Accounts

Midland offers businesses a variety of savings investment tools. From regular savings or money market accounts to Certificate of Deposits, these investment accounts offer you the flexibility to set-aside money for purchases, expansion, lending collateral and future business initiatives. If you are concerned about risk, your funds are insured by the FDIC up to the standard limits.

## ! Business FlexSaver Savings

A simple and straightforward way to save.

## ! Business Money Market

The Business Money Market Account works like a checking account, but earns interest like a savings account. Designed for businesses looking for a competitive rate, our money market account offers accessibility, convenience and attractive rates wrapped into one account.

## Business Savings and Money Market Benefits and Details

Account Details	Business FlexSaver Savings	Business Money Market
Minimum opening deposit	\$50	\$2,500
Monthly service charge	\$3	\$10
Is there a way to pay \$0 in monthly service charges?	Yes	Yes
Minimum requirement to avoid monthly service charge	\$250 daily balance, or an ACH deposit into this savings account during the month	\$10,000 average monthly balance
Earns Interest	Yes	Yes
Minimum daily balance to earn interest	\$0.01	\$0.01

General disclaimer concerning all Business Savings and Money Market Accounts. A \$40 fee will be charged when an account is closed within 180 days after opening. Applicable carrier data and message rates apply when using mobile and online services. Bank rules and regulations apply.

# Business and Public Funds CDs

## ! Certificates of Deposit

Whether your objective is short-term growth or a long-range investment, a Midland Certificate of Deposit (CD) is a time proven savings standard to help you achieve your financial goals. Traditional and versatile, CDs offer rates, terms and returns you can depend on. In addition, a Midland CD is FDIC insured – making it a safe and secure investment that will complement your overall savings goals.

## Business and Public Funds CDs Benefits and Details

Account Details	Fixed Rate CDs
Minimum Opening Deposit	\$500
Term(s)	Beginning at 7 days
Deposits / Contributions	No
Withdrawals	If withdrawal of funds occur prior to maturity, early withdrawal penalties would apply
Compounding Frequency	1 month, 3 months, 6 months or 12 month options. Terms less than 31 days will be at maturity only.
Fixed Rate	Yes
Interest Crediting	Options include compounding of interest, transfer to another Midland deposit account, ACH to another institution or by check
Renewal	Automatic Renewal

Statements: Statements may be available for CDs when combined with a checking and/or savings account statements.

All CD Terms: upon maturity, you have 10 days to change the terms of, or withdraw money from your CD. Interest is not paid during the grace period unless renewed. Withdrawals may reduce earnings.

Early Withdrawal Penalties: Terms of 7 - 30 days will equal 100% of accrued interest. Terms of 1 - 3 months will equal 1 month of accrued interest. Terms of 4 - 6 months will equal 3 months of accrued interest. Terms of 7 - 17 months will equal 6 months of accrued interest. Terms of 18 months of greater will equal 12 months of accrued interest

# Public Funds Checking Services

Midland offers accounts specially designed for school districts and municipalities.

## ! Public Funds Essential Checking

Created for small to mid-sized businesses.

## ! Public Funds Interest Checking

Offering a generous number of items per month, plus earns interest.

## ! Public Funds Connect Checking

Commercial account designed for high activity and additional treasury management services.

## ! Government Backed Sweep Account

This account is not FDIC insured, but funds are invested in United States Government securities and/or U.S. Agency securities.

## Public Funds Checking Account Benefits and Details

Account Details	Public Funds Essential	Public Funds Interest	Public Funds Connect <sup>3</sup>	Government Backed Sweep <sup>4</sup>
Minimum opening deposit	\$100	\$100	No Minimum	Per Agreement
Monthly service charge	\$0	\$15	\$20	\$50
Service charge will be waived		With a minimum daily balance of \$2,500, or a combined balance of \$10,000		
Number of items included per month	350	250		
Excess transaction/item fee <sup>1</sup>	\$0.50 per transaction over 350	\$0.25 per transaction over 250		
Earns Interest		Yes		Yes
Minimum daily balance to earn interest		\$1.00		\$0.01
Earnings Credit <sup>2</sup>			Based on tiers. The earnings credit may offset the fees charged to the account down to \$0	
Account transaction fees				
Debits				
Electronic item			\$0.20 per ACH item	
Paid items (checks and debits)			\$0.21 per item	
Credits				
Electronic item			\$0.20 per ACH item	
Deposit ticket			\$0.75	
Deposited Item			\$0.15 per On Us item / \$0.15 per Not On Us item	
Sweep to Investment Account				See Business or Public Fund Service Fees

1 - Transactions include deposit tickets, deposited items, checks, ACH, wires and other transactions. The Excess Item Fee will be charged for each additional transaction over the maximum number of transactions available at no charge per statement cycle.

2 - Earnings Allowance (also known as earnings credit) - An earnings allowance is used to offset eligible fees. Your earnings credit is calculated by applying the earnings credit rate to the investable balance available for services in your account. The earnings credit rate appears on the client analysis statement for your account. The earnings credit rate is determined by the Bank and is subject to change at the Bank's discretion. You pay a service charge when your fees exceed your earnings allowance in a given month.

3 - Uncollected Funds: Uncollected funds are funds the bank treats as having not yet been collected, on the basis of the Bank's current collection schedule. Fees for the use of uncollected funds - The fee for using uncollected funds is based on a monthly average. On any day you did not use uncollected funds we assign a zero value. Midland's base rate (Wall Street Journal Prime Rate) plus 4% is applied to your average daily negative collected balance for the monthly statement cycle. The average daily negative collected balance is the sum of the negative collected balance at the close of business on each day of the statement cycle divided by the number of days in the cycle. Recoupment - The Recoupment fee is .0775. Explanation of Recoupment fee: The FDIC charges each insured bank a fee to cover its share of the cost of providing deposit insurance to depositors. The FDIC does not charge a bank's depositors for deposit insurance or require banks to pass the cost of deposit insurance on to their depositors. The FDIC does, however, permit a bank to recoup the cost of deposit insurance from its depositors, so long as the fee the bank charges its depositors does not reveal information that could be used to determine the bank's confidential supervisory ratings or mislead depositors by implying the FDIC is charging the fee. The Bank assesses this Recoupment Fee to partially recover insurance premiums it pays to the FDIC for deposit insurance. The amount of the Recoupment Fee appears on the periodic statement or client analysis statement for your account and is based on the monthly average ledger balance maintained in your account. The Recoupment Fee is subject to change by the Bank at any time without notice.

4 - A target balance in your business analysis account, called Pro Connect or Public Fund Connect may offset charges. Your interest rate may change at any time at our discretion. The interest rate and annual percentage yield for our account depends upon the applicable rate tier. The interest rate and percentage yield for these tiers may change. The interest rate is tied to a Midland States Bank managed rate index. The interest rate index may change at any time and it may change without notice or limit.

General disclaimer concerning all Business and Public Fund Checking Account Types. Collection of service charge: If funds are not available in your account at the time your service charge is assessed, the monthly service charge will overdraw your account. Overdrafts will result in additional fees. A \$40 fee will be charged when an account is closed within 180 days after opening.

# Public Funds Savings and Money Market Accounts

Midland offers businesses a variety of savings investment tools. From regular savings or money market accounts to Certificate of Deposits, these investment accounts offer you the flexibility to set-aside money for purchases, expansion, lending collateral and future business initiatives. If you are concerned about risk, your funds are insured by the FDIC up to the standard limits.

## Public Funds FlexSaver Savings

A simple and straightforward way to save.

## Treasury First Money Market

The Treasury First Money Market Account works like a checking account, but earns interest like a savings account. Designed for businesses looking for a competitive rate, our money market account offers accessibility, convenience and attractive rates wrapped into one account.

## Public Funds Savings and Money Market Benefits and Details

Account Details	Public Funds FlexSaver Savings	Treasury First Money Market
Minimum opening deposit	\$50	Varies
Monthly service charge	\$3	\$0
Is there a way to pay \$0 in monthly service charges?	Yes	
Minimum requirement to avoid monthly service charge	\$250 daily balance, or an ACH deposit into this savings account during the month	
Earns Interest	Yes	Yes
Minimum daily balance to earn interest	\$0.01	\$0.01

General disclaimer concerning all Savings and Money Market Accounts. A \$40 fee will be charged when an account is closed within 180 days after opening. Applicable carrier data and message rates apply when using mobile and online services. Bank rules and regulations apply.

# Business Loans

When you need financing for your business, whether it's to add equipment or purchase a competitor, you need a bank with the capacity and commitment to deliver for you. Please come see us for your financing needs.

## Lending for Small Business, Commercial and Agricultural Uses:

- Term Loans
- Lines of Credit
- Real Estate Loans
- Business Credit Cards

Midland States Bank is an SBA Preferred Lender.



# Convenient Business Services

## Business Online Banking

Through our Business Online Banking service, we offer fully integrated, transparent access to online applications that enable your business to manage its money conveniently from your office in a secure environment. Business Online Banking offers helpful tools like bill pay, viewing and printing of check images, and access to your online statements. Additional money management tools include:

### Account Reconciliation

Combat the ever-growing risk of check fraud by utilizing Business Online Banking to reconcile your business account with full or partial Account Reconciliation services.

### Positive Pay

Midland's Positive Pay service automatically matches each item presented for payment against a list of items issued. Discrepancies are flagged through Business Online Banking, so you can decide whether to pay or decline a suspect item.

### Benefits

- Automatically identifies possible fraud – As you issue checks, you will enter the issue date, check number, amount and payee information into your online register. Any item that does not match the information you provided must be verified before it is paid.
- Delivers suspect check images online – By using Business Online Banking, you can review images of suspect checks and relay your decision electronically.

### Account Transfers

Through Midland's Business Online Banking, you can more efficiently forecast and manage your cash position and move money between your accounts. Transfers can be initiated for same-day delivery with real-time authorization, or scheduled for future delivery. Transfers can also be setup to initiate on a recurring basis. In addition, you will receive automated confirmation alerts when a scheduled or recurring transfer occurs.

### Electronic Payments (ACH)

Make electronic fund transactions online with ease, saving time and increasing efficiency. Payment types supported include: payroll, vendor, collections and cash concentration. Control your ACH risk by defining user entitlements, funding accounts and transaction limits.

### Wire Transfers

You can send funds electronically by initiating a wire transfer within your online banking account. Control your wire transfer risks by defining user entitlements, funding accounts and transaction limits.

### Accounting Software Integration

You will be able to export transactions from Balance Reporting within your Business Online Banking and import into Quicken®

or QuickBooks™. This reduces manual data entry, improves reconciliation of data and eliminates risk of duplicate transactions. Other export options are available.

## Mobile Banking- Midland Business Mobile App

Business mobile banking allows you to complete financial transactions from the convenience of a mobile device. Check balances and conduct banking transactions including transferring funds, approving ACH and Wire transfers, and Mobile Remote Deposit Capture services. The convenience of locating branch or ATM locations, visiting our website or contacting the bank are also right at your fingertips. Our business mobile banking app provides the ease needed to manage your finances for your everyday business.

Must be enrolled in Midland Business Online Banking to access the apps.

## Remote Deposit Capture

Remote Deposit Capture is a service provided by Midland to business customers offering the ability to scan checks and transmit the scanned images to our bank for posting and clearing. The basic requirements for this service include a personal computer, Internet connectivity, a check scanner and software.

Checks received at your business can be scanned to create a digital deposit. This digital deposit is then transmitted over an encrypted Internet connection to Midland. Your deposit is then accepted and posted to the appropriate account.

### Benefits

- Streamlined operations – Businesses with multiple locations can consolidate deposits by utilizing one bank. Your account structure is entirely based upon your business accounting needs. In addition, physical transportation costs are dramatically reduced, and in some cases eliminated entirely.
- Physical transportation costs are dramatically reduced, and in some case eliminated entirely.

## Lockbox Services

If your company receives payments, you may benefit from Midland's convenient payment processing solution that removes the labor intensive processing of mail, documents, check processing and customer account management. We offer both Retail (Consumer to Business payments) and Wholesale (Corporate to Corporate payments) Lockbox services.

### Benefits

- Easier management of daily receivables
- Minimize remittance float
- Quickly process customer payments
- Update account information quickly

# Other Bank Services

## Bank Statements

Convenient and easy-to-read statements are available in paper and online formats. We have made every effort to ensure your statements are delivered in a timely and convenient manner. Combined statements are available for checking, savings, CDs and loans.

### Switching from Paper to Online Statements

There are many advantages to receiving your monthly statement online.

- **Convenience.** View your statements anytime, anywhere you have access to the Internet by simply logging into your Online Banking account.
- **Security.** With Online Statements, you won't need to be concerned about lost or stolen mail.
- **Environmentally Friendly.** Make a positive impact on the environment by eliminating the need for paper statements.
- **Fast Online Delivery.** No need to wait for the post office to deliver, gain immediate access to bank statements as they become available.
- **Less Clutter.** Reduce paper clutter on your desk or countertop by storing bank statements online.

To receive Online Statements, simply sign up for Midland's Online Banking and your statements are available free of charge.

## Safe Deposit Box

Store valuable items and important documents safely and securely in our affordable safe deposit boxes.

Safe Deposit Box Size	Annual Rate
1 x 5	\$20
2 x 5	\$20
2.5 x 5	\$24
3 x 5	\$28
4 x 5	\$38
3 x 10	\$47
5 x 5	\$47
3 x 11	\$50
4 x 11	\$50
3.5 x 10	\$53
4 x 10	\$60
5 x 10	\$76
6 x 10 or 6 x 11	\$76
7 x 10	\$79
8 x 10	\$91
7 x 12	\$95
9 x 10	\$102
10 x 10	\$113
10 x 15	\$142
15 x 15	\$150
20 x 15	\$160
20 x 20	\$170
27 x 15	\$180
39 x 21	\$290
57 x 30	\$290
60 x 20	\$290

Safe Deposit Box size and availability vary by location.

# Interest Tiers

**I** The interest rate and Annual Percentage Yield (“APY”) will vary depending upon the tier within which your daily account balance falls. The interest rate and APY for all tiers may change at any time at Midland’s discretion. To obtain the current interest rate and APY that applies to your new account, commencing June 21, you may contact your local branch or call Customer Care at 1-855-696-4352.

## Personal Interest Bearing Accounts

### Liv Unlimited Checking Account

Tiers

\$0.01 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 +

### Midland Money Market Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 - \$4,999,999.99

\$5,000,000 +

### FlexSaver Savings Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 +

### YouthSaver Savings Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 +

### Health Savings Account

Tiers

\$0.01 - \$499.99

\$500 - \$4,999.99

\$5,000 - \$14,999.99

\$15,000 +

## Business Interest Bearing Accounts

### Pro Connect Earnings Credit

Tiers

\$0.01 - \$500,000

\$500,000.01 - \$1,000,000

\$1,000,000.01 - \$3,000,000

\$3,000,000.01 - \$6,000,000

\$6,000,000.01 +

### Pro Interest Checking Account

Tiers

\$1 - \$9,999.99

\$10,000 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 +

### Lawyers Trust Account

Tiers

\$1 - \$9,999.99

\$10,000 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 +

### Business FlexSaver Savings Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$99,999.99

\$100,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 +

### Business Money Market Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 - \$4,999,999.99

\$5,000,000 +

## Public Funds Interest Bearing Accounts

### Public Funds Interest Account

Tiers

\$0.01 - \$499,999.99

\$500,000 - \$999,999.99

\$1,000,000 - \$2,999,999.99

\$3,000,000 - \$5,999,999.99

\$6,000,000 +

### Public Funds Connect Account

Tiers

\$0.01 - \$500,000

\$500,000.01 - \$1,000,000

\$1,000,000.01 - \$3,000,000

\$3,000,000.01 + - \$6,000,000

\$6,000,000.01 +

### Treasury First Money Market Account

Tiers

\$0.01 - \$24,999.99

\$25,000 - \$249,999.99

\$250,000 - \$999,999.99

\$1,000,000 - \$4,999,999.99

\$5,000,000 +

## Sweep Repurchase Agreements

### Government Backed Sweep Account

Tiers

\$0 - \$24,999.99

\$25,000 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 +

### Pro Sweep Account

Tiers

\$0 - \$24,999.99

\$2,500 - \$49,999.99

\$50,000 - \$99,999.99

\$100,000 +

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## Disclosures

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- 21 [Midland Overdraft Services \(Courtesy Overdraft Policy\)](#)
  - 22 [Consumer Electronic Funds Transfer Disclosure](#)
  - 24 [Funds Availability](#)
  - 25 [Terms and Conditions of Your Account](#)
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### Midland Overdraft Services (Courtesy Overdraft Policy)

Anyone can occasionally lose track of how much money is available in their checking account, which is why we have developed an overdraft program to give you options and help avoid declined transactions.

Choose the overdraft coverage that is right for you: Courtesy, Extended, Savings Transfer, and Reserve Line of Credit Transfer.

#### COURTESY COVERAGE

What it is - This is our standard overdraft service, offered at Midland's discretion. We provide a limited reserve to pay overdrafts that may occur from items such as checks, ACH/automatic payments, in-person teller transactions, and recurring debit transactions (These may be automatic payments for subscriptions, dues, utility bills, etc.). If the amount of an ATM and everyday debit card transaction exceeds your available balance, it may be declined. There is no charge to have Courtesy Coverage on your account unless you use the service. If you do not overdraw your account, you will never be charged an overdraft fee. (Courtesy Coverage does NOT cover ATM and everyday debit card transactions. If the amount of an ATM and everyday debit card transaction exceeds your available balance, it may be declined.)

#### What it costs –

- If paid: \$36 per overdraft item. (Non-Sufficient Funds/NSF)
- No fee on overdrafts if the aggregate negative balance is \$5 or less
- A maximum of 6 overdraft transaction fees per business day, plus the continuous overdraft fee if applicable
- A continuous overdraft fee of \$36 will be charged every 5th business day of being overdrawn through the 25th business day
- Items presented multiple times for payment (checks & ACH) may incur fees each time the transaction is returned NSF

To have access to Courtesy Coverage, no action is necessary. Accountholders who qualify for this service will be automatically enrolled. You may opt out at any time by contacting us at 1-855-696-4352 or by visiting any of our banking centers.

#### EXTENDED COVERAGE

What it is - You can elect to extend your Courtesy Coverage to also include the payment of ATM and everyday debit card transactions. If you provide your consent to opt-in to Extended Coverage, these types of transactions can be paid when funds are unavailable in your account. Your transactions will be paid up to the amount of your overdraft coverage limit. If you want to add Extended Coverage to your account, you may tell us anytime.

#### What it costs –

- If paid: \$36 per overdraft item. (Non-Sufficient Funds/NSF)
- No fee on overdrafts if the aggregate negative balance is \$5 or less
- A maximum of 6 overdraft transaction fees per business day (combined with transaction types covered under the Courtesy Overdraft program), plus the continuous overdraft fee if applicable
- A continuous overdraft fee of \$36 will be charged every 5th business day of being overdrawn through the 25th business day
- If the transaction is declined and will not go through your account you will not be assessed an overdraft item fee (Non-Sufficient Funds/NSF)
- Business accounts are automatically enrolled into the Extended Coverage service
- Items presented multiple times for payment (debit card transactions, ATM transactions) may incur fees each time the transaction is returned NSF

To choose Extended Coverage, which includes ATM and everyday debit card transactions contact us at 1-855-696-4352 or visit any of our banking centers. If you do not choose to extend coverage, and you do not have available funds in your account, your ATM and everyday debit card transactions will be declined.

#### Understanding Your Overdraft Limit -

Limits offered under Midland's Courtesy Overdraft program are not guaranteed and can change throughout the life of your account. Items presented for payment under the overdraft program are discretionary

and transactions above and below your limit may be declined based on account history. Our general process for setting limits includes:

- \$100 overdraft coverage limit will be available the first business day after opening your account
- After 30 calendar days of your account being opened, an overdraft limit will be established for your account based on how the account is being used.
- Account overdraft limit criteria included, but is not limited to:
  - o Age of Account
  - o Deposits
  - o Deposit Regularity
  - o Previous Overdraft Activity
  - o Account Status relating to any legal or administrative order or levy
  - o Status of Loan Obligations with the institution
- Your limit may change periodically based on the continual evaluation of your accounts against the abovementioned criteria.
- Your overdraft limit may be reduced to \$0
- For your current limit call us at: 1-855-696-4352 or visit any of our banking centers.

**Overdraft Protection Options** - We also offer overdraft service options, such as a link to a savings account, or line of credit to cover transactions that would overdraw your account.

**Savings Transfer** - Transfer funds to your checking account from a linked savings or money market account. This is an optional coverage, which you elect.

- \$10 per transfer.
- Transfers occur in \$100 increments.

Reserve Line of Credit Transfer – Funds are automatically transferred to your checking account from an unsecured line of credit. Credit approval is required.

- \$10 per transfer + interest charged on the balance of your line of credit.
- Transfers occur in \$100 increments.
- Annual Percentage Rate: 19.00% as of May 5, 2022
- Rate index: Wall Street Journal Prime 4.00% as of May 5, 2022
- Interest rate margin: 15%
- This option is available to personal accounts only.

#### WAYS TO CHECK YOUR BALANCE

We offer the following free services that allow you to check your balance before you pay a bill or make a purchase. Knowing your available balance can help you avoid overdraft related fees.

- Enroll in Midland States Bank Online Banking
- Sign up for account alerts through Midland States Bank Online Banking
- Use the Midland States Bank Mobile App
- Use your Midland States Bank ATM or debit card at any Midland or Allpoint ATM
- Call our Customer Care Center at 1-855-696-4352

Please read on to learn more about the Consumer Discretionary Overdraft Protection Policy which explains the limitations of these services.

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay your transaction, it will be declined.

What fees will I be charged if Midland States Bank pays my overdraft?

- We charge an overdraft item fee of \$36 each time we pay an overdraft (with a limit of six(6) overdraft items per account in one business day). We will not charge an overdraft fee for items paid in a business day if your account is overdrawn by \$5 or less. There is a limit of \$216 per business day on the total overdraft item fees we can charge you for overdrawing your account.

**TRANSACTION POSTING ORDER** - To further understand how overdrafts occur it is important to understand how transactions are posted to accounts. The order in which items are posted to an account is: When processing items drawn on your account, our policy is to pay in the following order. (1) ATM/POS items are paid first. (2) ACH items are paid next. (3) Checks and drafts are paid by lower check or serial number order after ATM/POS and ACH items.

#### Additional Disclosures:

Some restrictions may apply. Loans based on credit qualifications. Annual Percentage Rate as of May 5, 2022 is 19.00%, (Prime 4.00% + 15%). A fee is imposed on overdrafts created by check, in person withdrawal, ATM withdrawals or other electronic means. An overdraft and the associated fee is immediately due and payable when incurred. Whether we pay an overdraft is discretionary and we reserve the right not to pay. A \$36 NSF fee will be charged per returned item. All qualified Midland States Bank checking accounts will automatically receive the protection provided by the Courtesy Overdraft Program. Courtesy Overdraft Fees: Maximum \$180 will be charged per continuous overdraft occurrence. Continuous overdraft fees begin the day of your first overdraft, per overdraft occurrence. How this charge is calculated: If your account is overdrawn, a continuous overdraft fee of \$36 is charged every 5 business days up to the 25th business day. (25 business days divided by 5 business days = a total of five \$36.00 charges per overdraft occurrence)

The Terms And Conditions Of Your Account is incorporated herein for all purposes as if it were set forth verbatim, and its terms shall control any possible conflict between any provision of this Midland States Bank Courtesy Overdraft Policy and The Terms And Conditions Of Your Account.

Midland States Bank is not obligated to pay any item presented for payment if your account does not contain sufficient collected (available) funds. Any discretionary courtesy payments by Midland States Bank of any non-sufficient fund (NSF) check or checks (or other items) does not obligate the bank to pay any additional non-sufficient fund check or item or to provide written notice of its decision to refuse to pay any additional non-sufficient fund check or item.

REV May 5, 2022

### Consumer Electronic Funds Transfer Disclosure

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Types of transfers, frequency and dollar limitations  
Prearranged Transfers

#### Preauthorized credits

You may make arrangements for certain direct deposits to be accepted into your checking, savings and/or money market account(s).  
Preauthorized payments

You may make arrangements to pay certain recurring bills from your checking, savings and/or money market account(s).

#### Telephone Transfers

- You may make arrangements to have telephone transfers between eligible checking, savings, and money market and lines of credit accounts through our telephone banking system.
- You may access accounts balances for Checking, Savings, Money Market and/or Loan Accounts.

#### Computer Transfers

You may access your account(s) by computer by accessing [www.midlandsb.com](http://www.midlandsb.com) and using your Username and Password to:

- Transfer funds between authorized accounts
- Make payments from checking to loan accounts with us
- Make payments from checking to payees of your choosing
- Get information about accounts balances in your Checking, Savings, Loan and/or Money Market Accounts

#### Mobile Banking Transfers

You may access your account(s) by web-enabled cell the following three ways:

- By accessing your online banking account and using your web browser;
- By downloading the Midland States Bank mobile application; and/or
- By SMS Text Banking commands You may then:
  - Transfer funds between authorized accounts
  - Make payments from checking to loan accounts with us
  - Get information about account balances in your Checking, Savings, Loans and/or Money Marketing accounts. (The types of

transactions/transfers that may be effected using Mobile Banking may vary by access method.)

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use these services. Check with your cell phone provider for details on specific fees and charges.

#### Electronic Fund Transfer Initiated By Third Parties

You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties who you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

#### Electronic Check Conversion

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 pay bills.

#### Electronic returned check charge

You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

#### Personal Identification Number (PIN)

The PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your PIN available to anyone.

#### ATM and POS Transaction Types

You may access your Account by ATM or Point of Sale (POS) using your MasterCard Debit Card and Personal Identification Number (PIN) to:

- Transfer money between checking and savings accounts
- Make deposits to Checking, Savings and Money Market Accounts at Midland States Bank ATMs
- Get cash withdrawals and/or transfer funds from and between Checking, Savings and Money Market Accounts linked to your card
- Make ATM card POS purchases from your Checking account
- Get information about the accounts balances in the Checking, Savings and/or Money Market Account linked to your card
- Get cash from a merchant, if the merchant permits, or from a participating financial institution Note: Some of these services may not be available at all terminals.

#### MasterCard Debit Card Limits

The standard daily limits (per card) are:

- ATM cash withdrawals - \$1,000.00
- Daily debit card purchases (PIN and signature) - \$3,000.00

#### MasterCard Debit Liability

Additional Limits on Liability for MasterCard Debit Cards. Zero Liability Protection applies to transactions made in the store, over the telephone, or online. As a cardholder, you will not be held responsible for unauthorized transactions if your account is in good standing, you have exercised reasonable care in safeguarding your card from loss or theft, and you have not reported two or more unauthorized use events in the past 12 months. The additional limit on liability applies to ATM transactions and transactions using your Personal Identification Number (PIN). Zero Liability does not apply to cards used for commercial, business, or agricultural purposes, but do apply for small businesses.

MasterCard is a registered trademark of MasterCard International



Incorporated.

#### ATM Operator/Network Fees

When you use an ATM not owned by us, you may 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 fund transfer).

Use of your MasterCard Debit Card may be restricted in certain countries due to security risks.

#### International MasterCard Debit Card Transactions

The exchange rate between the transaction currency and the billing currency used for processing international MasterCard Debit Card transactions is a rate selected by MasterCard from the range of rates available in wholesale markets for the applicable central processing date, which rate may vary from the rate MasterCard itself receives, or the government-mandated rate in effect for the applicable central processing date.

#### Fees

See the current Service Fees schedule for transaction fees applied.

#### Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers, or
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant, or
- In order to comply with government agency or court orders, or
- If you give us your written permission.

#### Documentation

##### Terminal transfers

You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point of sale terminals, unless your transaction totals \$15.00 or less.

##### Preauthorized Credits

If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 855-696-4352 to find out whether or not the deposit has been made.

##### Periodic statements

You will get a monthly account statement (unless there are no transfers in a particular month. In any case you will get the statement at least quarterly).

##### Preauthorized payments

##### Right to stop payment and procedure for doing so

If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call us at 855-696-4352, or write us at 1201 Network Centre Dr., Effingham, IL 62401, in time for us to receive your request 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 14 days after you call.

**Consumer Electronic Fund Transfers -** We may accept an order to stop payment on any Automated Clearing House (ACH) item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the company identification number, date, amount of the item, and the payee. Where you have not provided us with all of this information, specifically a company identification number or the payee is not identified, we reserve the right to not accept and/or eliminate these stop payment orders.

You may stop payment on any item drawn on your account.

Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

#### Notice of Varying Amounts

If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

#### Liability for failure to stop payment of preauthorized transfer

If you order us to stop one of these payments 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. There will be a charge for each stop payment according to our current fee schedule.

#### Financial institution's liability

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 in your account to make the transfer
- If the transfer would go over the credit limit on your overdraft line
- If the automated teller machine where you are making the transfer does not have enough cash
- If the terminal or system 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
- There may be other exceptions stated in our agreement with you

#### Unauthorized Transfers Consumer Liability

Tell us AT ONCE if you believe your card, your PIN, or both has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account plus your maximum overdraft line of credit. If you tell us within 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 2 business days after you learn of the loss or theft of your card or PIN, and we can prove we could have stopped someone from using your card and/or PIN without your permission if you had told us, 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

(This section applies to your liability to us. See MasterCard Debit Liability section above for Zero Liability Protection offered by MasterCard.)

#### Contact in event of unauthorized transfer

If you believe your card or PIN has been lost or stolen, call: 855-696-4352 or write: 1201 Network Centre Dr., Effingham, IL 62401. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

#### Business Days

For purposes of these disclosures, our business days are Monday through Friday. Holidays are not included.

#### Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers telephone us at 855-696-4352 or write us at 1201 Network Centre Dr. Effingham, IL 62401 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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.

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 10 business days.

We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in 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 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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.

Midland States Bank  
1201 Network Centre Drive, Effingham, IL 62401  
855-696-4352 | www.midlandsb.com  
REV 06/2021

#### Funds Availability

##### **YOUR ABILITY TO WITHDRAW FUNDS**

**This policy statement applies to all deposit transaction accounts.**

Excluding new accounts, our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash, and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, business days are Monday through Friday, except for federal banking holidays. Midland States Bank branch cutoff time equals each branch location's close time (which vary by bank branch) Monday through Friday, excluding federal banking holidays. Where applicable, funds availability for funds deposited at a Midland States Bank ATM is disclosed on each ATM. However, if you make a deposit after our close time or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this

disclosure for the type of check that you deposited.

##### **LONGER DELAYS MAY APPLY**

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees via night depository or mobile deposit capture, and we decide to take this action after you have left the premises, we will mail you the notice by the following business day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

**Additional reasons for delayed availability of funds.** Funds you deposit by check may be delayed for a longer period including, but not limited to, the following circumstances:

- Large Deposit. You deposit checks totaling more than \$5,525 on any one day.
- New customer (account open less than 30 days)
- Re-deposited item
- Frequent overdraft on depositor's account
- Corporate declared emergency
- Reasonable cause to doubt collectability

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. They will generally be available no later than the seventh business day after the day of your deposit. The reasons for delay could change without notice for Regulatory, Legal or Corporate Rules and Policy modifications or additions.

##### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Next day availability applies only to cash, wire transfers, electronic payments and the first \$5,525 of a day's total deposits of any other next day item including; cashier's, certified, teller's, traveler's, and federal, state and local government checks. The excess over \$5,525 will be available by the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on Midland States Bank will be available no later than the first business day after the day of your deposit. Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

##### **DEPOSITS AT AUTOMATED TELLER MACHINES**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) not owned or operated by Midland may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

All ATMs that we own or operate are identified as our machines.



## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Illinois"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**LIABILITY** - You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the

form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **WITHDRAWALS -**

**Generally** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated checks** - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and withdrawal rules** - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash withdrawals** - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of withdrawal** - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**In Illinois, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. For individual we will default to individual, if there are multiple owners of the account we will default ownership to Joint with survivorship (not as tenants in common). If you'd like to change this to Joint with No Survivorship (as tenants in common) please contact us to complete a signature card.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship (As Tenants In Common)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell

us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Missouri, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account** - is an account in the name of one person.

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - As Tenants In Common Without Survivorship (And Not As A Tenancy By The Entirety)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Husband And Wife As A Tenancy By The Entirety** - is an account in the name of two persons who are husband and wife as tenants by the entirety.

**Revocable Trust or Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form** - LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

**STOP PAYMENTS** - The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

**TELEPHONE TRANSFERS** - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the



account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors relating to electronic fund transfers or substitute checks** - For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**ACCOUNT TRANSFER** - This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS** - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing

funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

**RESTRICTIVE LEGENDS OR INDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive indorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or indorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive indorsement.

**FACSIMILE SIGNATURES** - Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

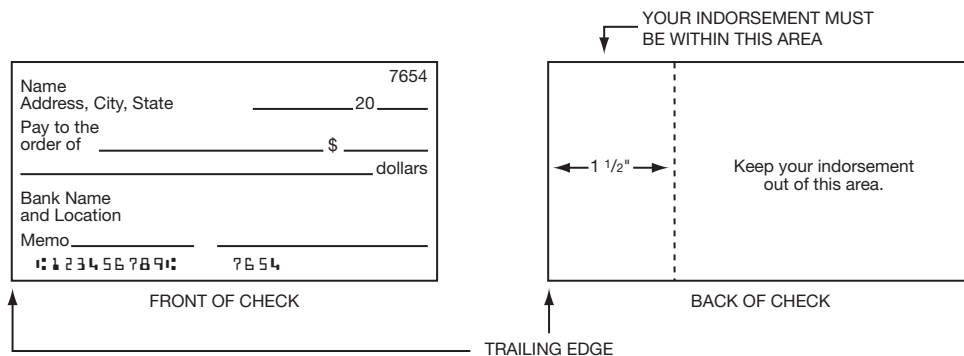
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all indorsement information within 1 1/2" of that edge.



It is important that you confine the indorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed indorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your indorsement, another indorsement or information you have printed on the back of the check obscures our indorsement.

These indorsement guidelines apply to both personal and business checks.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks,

items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

**FIDUCIARY ACCOUNTS** - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

**CREDIT VERIFICATION** - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

#### **ACCOUNT SECURITY -**

**Duty to protect account information and methods of access** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive pay and other fraud prevention services** - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

**TELEPHONIC INSTRUCTIONS** - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us..

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you



may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

**CLAIM OF LOSS** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals)** - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**RESOLVING ACCOUNT DISPUTES** - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

**REMOTELY CREATED CHECKS** - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

**UNLAWFUL INTERNET GAMBLING NOTICE** - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

**ADDITIONAL TERMS** - Due to your notification obligations for reporting unauthorized signatures, alterations, forgeries and other errors, as set forth in the "Statements" section of this Agreement, the Bank strongly encourages that all customers enroll in online banking or request to receive copies of issued checks mailed directly to you via regular mail. You understand, acknowledge and agree that a failure to enroll in online banking or receive copies of issued checks is done at your own financial risk and liability. Your account will be assigned to one of our branches when you open your account, and you agree that the Terms and Conditions of your account will be governed by the laws of the state in which that branch is located. In addition to the section of this document related to Consent to Receive Communications, by providing us any telephone number or email address you represent that you are authorized to use such numbers/addresses and you also authorize us to contact you and to receiving calls from us, our agents, or our service providers for our everyday business purposes, identify verification, and marketing purposes consistent with our Privacy Policy.

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## TERMS AND CONDITIONS OVERDRAFT ADDENDUM

### Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

**Generally.** This Addendum is part of the Terms and Conditions of Your Account. The information in this Addendum is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee. If you use our Courtesy Overdraft Program and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. We treat all other transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction or the transaction is rejected.

**Determining Your Available Balance.** We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

**Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service.

**Nonsufficient Funds (NSF) Fees.** If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the



payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

**Payment Types.** Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the “Payment Order of Items” section below.

**Balance information.** Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds Availability.** Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**A Temporary Debit Authorization Hold Affects Your Account Balance.** On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

**Payment Order of Items.** To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay in the following order. (1) ATM/POS items are paid first. (2) ACH items are paid next. (3) Checks and drafts are paid by lower check or serial number order after ATM/POS and ACH items. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in numerical sequence, we believe our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to keep careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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MIDLAND STATES BANK  
201 NETWORK CENTRE DRIVE  
EFFINGHAM, IL 62401  
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## ! Consumer, Business and Public Funds Service Fees

This section describes the fees the Bank charges for services it provides. As noted throughout this section, fees are based on the type of account you have and the services you use. Some services may be available to non-customers for a different fee. The following Service fees schedule replaces the Service Fees schedule that governs your account.

If you have questions about fees and services, please contact us at 1-855-696-4352.

### Account closing

Early closure (within 180 days after opening an account) \$40

### Account research and verification

Research (\$35 minimum charge) \$35 per hour

Verification of account, per document \$20 each

### ATM access – Midland States Bank ATMs

There is no fee to access your account at a Midland ATM \$0

### ATM access – non-Midland States Bank ATMs<sup>1</sup>

Transaction fee – including cash, inquiries and denials (each transaction) \$2.50 each transaction

Other fees – fees charged by non-Midland States Bank ATM owner/operator apply (unless waived by terms of your account) in addition to those described above.

<sup>1</sup>See the account description within your account agreement for fee waiver details.

### ATM card and replacement

Replacement card \$10

Rush order – next day or two-day delivery \$40 per order

### Cashed/deposited item returned unpaid

If you cash or deposit an item into your account, and it is returned unpaid to the Bank for any reason, your account is charged a fee. \$12 per item

### Cashier's checks

Cashier's checks may be ordered at any Midland location \$7

### Checks

Check printing (prices vary by quantity, style and design) varies

Temporary checks (counter checks) \$5 for set of 8

### Collections – domestic and international

Incoming and outgoing \$30 per item

Foreign Incoming and outgoing \$40 per item

Other fees – Third parties or other banks may impose charges in addition to those described above

Collection Agency \$30

### Currency and cash/coin handling

Coin counting (% of amount) 1%

Non-customer check cashing fee (On Us Checks only) \$0

### Document copy fee

Additional copies of checks, statements and deposit items<sup>2</sup> \$10 each

<sup>2</sup>12 months of document storage, including statements and check images, are available at no cost within Online Banking. Registration is required. If your statement check images are truncated, you may elect to receive check images at any time and without additional cost. Online Banking account history also includes stored individual check images (front and back) at no cost. 3 months of account history is normally available through account history. Charges associated with copies of checks, deposited items and statements cover our costs for handling the requests and searching for documents. Depending on the nature of the request, you may be charged the \$10 per copy fee plus a research fee per hour.

### Dormant accounts

Checking accounts become dormant when there has been no account activity for one (1) year.

Savings accounts become dormant when there has been no account activity for two (2) years. \$10 per month

### Legal process fee

Abandoned or unclaimed accounts/property \$40 per account

Includes levy, writ, garnishment and any other legal documents that requires funds to be attached, frozen, withdrawn, or remitted. \$100 per request

### Overdraft items and returned items (Non-Sufficient Funds/NSF)

No more than 6 overdraft/Non-sufficient fund fees will be charged per business day.

Overdraft items and returned items (Non-Sufficient Funds/NSF) paid or unpaid \$36 per item

### Debit Card Overdraft Services

With your consent, this optional service may be added to a consumer checking account so that your ATM and everyday (one-time) debit card transactions may be approved at the bank's discretion if you do not have enough money in your account or linked overdraft protection account to cover your transactions.

- If an ATM or everyday debit card transaction overdraws your account, you will pay the overdraft fee as described above.
- There is no fee if your account is overdrawn during the day and you make a sufficient deposit or transfer before the posted cut off time on the same business day. Deposits are subject to our funds availability policy.
- Other transactions such as checks, recurring or automatic payments (such as ACH payments), and Bill Pay transactions may continue to be paid into overdraft (at our discretion) whether or not Debit Card Overdraft Service has been added and our standard overdraft fees will apply.
- Refer to your Believable Banking Brochure for complete details.
- Not available for certain accounts.

Continuous overdraft, beginning on the fifth (5th) business day and charged again every 5th business day, regardless of the amount overdrawn, until the account balance is brought to \$0.00 or greater. \$36

Continuous overdraft begins the day of your first overdraft, per overdraft occurrence. How this charge is calculated: If your account is overdrawn, a continuous overdraft fee of \$36 is charged every 5 business days up to the 25th day.

Other fees- Third parties or other banks may impose additional charges for returned items.

### Overdraft protection transfer/advance

Enrollment in overdraft protection is free. If you use Savings Transfer<sup>3</sup> overdraft protection, the fee to transfer funds to cover the overdraft is charged to your checking account that incurred the overdraft.

From Savings or Money Market Account \$10 per transfer<sup>3</sup>

<sup>3</sup>Coverage is based on the available money market or savings account balance. The amount transferred is in \$100 increments.

From a Reserve Line of Credit \$10 per transfer

### Safe deposit boxes

Annual rent Varies by size

Late fee (after 10 days delinquent) \$10

Key replacement (set of 2) \$150

### Stop payment / ACH block and filter

Request stop payments \$36 each

You can block a company from debiting your account \$36 each

You can place limits on debits initiated by a company \$36 each

**Wire transfers**

Wire transfers are a safe and convenient way to transfer money within the United States and Internationally. You may send and receive transfers in U.S. dollars. If you send money to other people on a regular basis, you can set up repetitive wire transfers.

Third parties and other financial institutions may impose additional charges for wire transfers. Incoming and outgoing domestic wires that contain incorrect information may be subject to multiple fees assessed by the Bank and/or other financial institutions that process the wire.

Incoming – Domestic (customer)	\$15 each
Incoming – Foreign (customer)	\$30 each
Outgoing – Domestic	\$30 each
Outgoing – International	\$60 each
Online funds transfer to external accounts and person-to-person online payment (Zelle)	\$0 each

**Other fees**

IRA transfer fee to another financial institution	\$40
Night deposit bags are available for purchase and vary based on size and additional attachments.	
Night drop-additional bag, with zipper	\$15
Nigh drop- additional bag, with lock	\$25
Night drop – additional key, per key	\$10
Phone payment	\$15 each
Medallion stamp	\$30
Undeliverable mail fee (monthly)	\$7
Telephone funds transfer fee	\$10

**! Business Service Fees**

The following fees are only applicable to Businesses and Public Fund Agencies.

**Currency and cash/coin handling**

Change orders and cash/coin deposit services	Quote
Digital Banking	
Business Online Banking – Basic	\$0
Bill Pay Module Fee, per month	\$15
Bill Pay per Item fee	\$0
Mobile Remote Deposit	
0-20 deposits per month	\$0
21 and over deposits	\$0.50 each

**Money Services and Special Services**

Asset Based Account Monitoring, per month	\$250
Money Service Business, per account, per month	\$250

**Sweep Services**

Loan sweep, per month	\$100 each
Repurchase Sweep, per month	\$75 each
Credit Sweep Plus (Loan, Deposit, Investment), per month	\$175 each
ICS Sweep, per account, per month	\$50 each
Target Balance Master Account	\$25
Target Balance Sub Account	\$15

<b>FACTS</b>	<b>WHAT DOES MIDLAND STATES BANCORP, INC. AND ITS SUBSIDIARY MIDLAND STATES BANK (together, "MIDLAND") DO WITH YOUR PERSONAL INFORMATION?</b>
<b>WHY?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>WHAT?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>• Social Security number and income</li> <li>• Account balances and transaction history</li> <li>• Credit history and credit scores</li> </ul>
<b>HOW?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Midland chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Midland Share?	Can you limit this sharing?
<b>For our everyday business purposes</b> – such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> – to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes</b> – information about your creditworthiness	Yes	Yes
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For our nonaffiliates to market to you</b>	No	We don't share

<b>To limit Our sharing</b>	<p><b>Mail the form below.</b></p> <p><b>Please note:</b> If you are a <i>new customer</i>, we can begin sharing your information 30 days from the date we sent this notice. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.</p>
<b>Questions?</b>	CALL 1-855-696-4352 or go to <a href="http://www.midlandsb.com">www.midlandsb.com</a>

Mail-in Form	
<p>If you have a joint account, your choice(s) will apply to everyone on your account unless you mark below.</p> <p><input type="checkbox"/> Apply my choice(s) only to me.</p> <p><b>Mail to:</b> Midland States Bank Attn: Customer Care 1201 Network Centre Drive Effingham, IL 62401</p>	<p>Mark any/all you want to limit:</p> <p><input type="checkbox"/> Do not share information about my creditworthiness with your affiliates for their everyday business purposes.</p> <p><input type="checkbox"/> Do not allow your affiliates to use my personal information to market to me.</p>
	NAME
	ADDRESS
	CITY, STATE, ZIP LAST 4 DIGITS OF TAX ID

WHO WE ARE	
<b>Who is providing this notice?</b>	Midland States Bancorp, Inc. and its subsidiary Midland States Bank
WHAT WE DO	
<b>How does Midland protect my personal information?</b>	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.  We also maintain other safeguards to protect this information and limit access to employees for whom access is appropriate.
<b>How does Midland collect my personal information?</b>	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>• open an account or deposit money</li> <li>• pay your bills or apply for a loan</li> <li>• use your credit and debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>• sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>• affiliates from using your information to market to you</li> <li>• sharing for nonaffiliates to market to you</li> </ul> State law and individual companies may give you additional rights to limit sharing.
DEFINITIONS	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Midland States Bancorp, Inc. (Holding Company) and Midland States Bank are affiliates. Our affiliates currently include entities with the Midland name as well as entities of a financial nature bearing another name. They include: Midland Financial Advisors, Inc. and Midland Trust Company. Our affiliates may also include subsequently formed or acquired entities of a financial or nonfinancial nature.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>• <i>Midland does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>• <i>Our joint marketing partners include other financial services companies such as credit card companies, online banking companies, payment processing and payment services companies.</i></li> </ul>
Other important information	
<p><b>Important information about phone calls, texts, prerecorded and email messages:</b> If, at any time, you provide to Midland, their affiliates or designees ("Midland Entities") contact numbers that are wireless telephone number(s) including, but not limited to, cell or VoIP numbers, you are consenting to Midland Entities using an automated dialing system to call or text you, or to send prerecorded messages to you, in order to service, and collect on, any Midland Entities personal account(s) and business account(s) (for which you are an authorized signer, guarantor or designated contact person). For any type of phone calls with Midland Entities, you consent that the call may be monitored or recorded for quality control and training purposes. By providing your email address, you consent to receive electronic mail from Midland Entities.</p> <p><b>In App location services:</b> Our Online Banking Mobile Apps collect location data to enable services. Examples of these services include finding the nearest branch or ATM, receiving location based offers, and getting notifications of exclusive branch services. Location data is active when the app is closed or not in use and it is also used to support advertising.</p>	



## Questions?

Should you have questions concerning the information in this guide, we invite you to speak with one of our knowledgeable bank representatives.

Prior to conversion, please contact FNBC at 1-708-482-7700.



1201 Network Centre Drive  
Effingham, IL 62401  
1-855-696-4352  
midlandsb.com

 EQUAL HOUSING LENDER. Member FDIC.