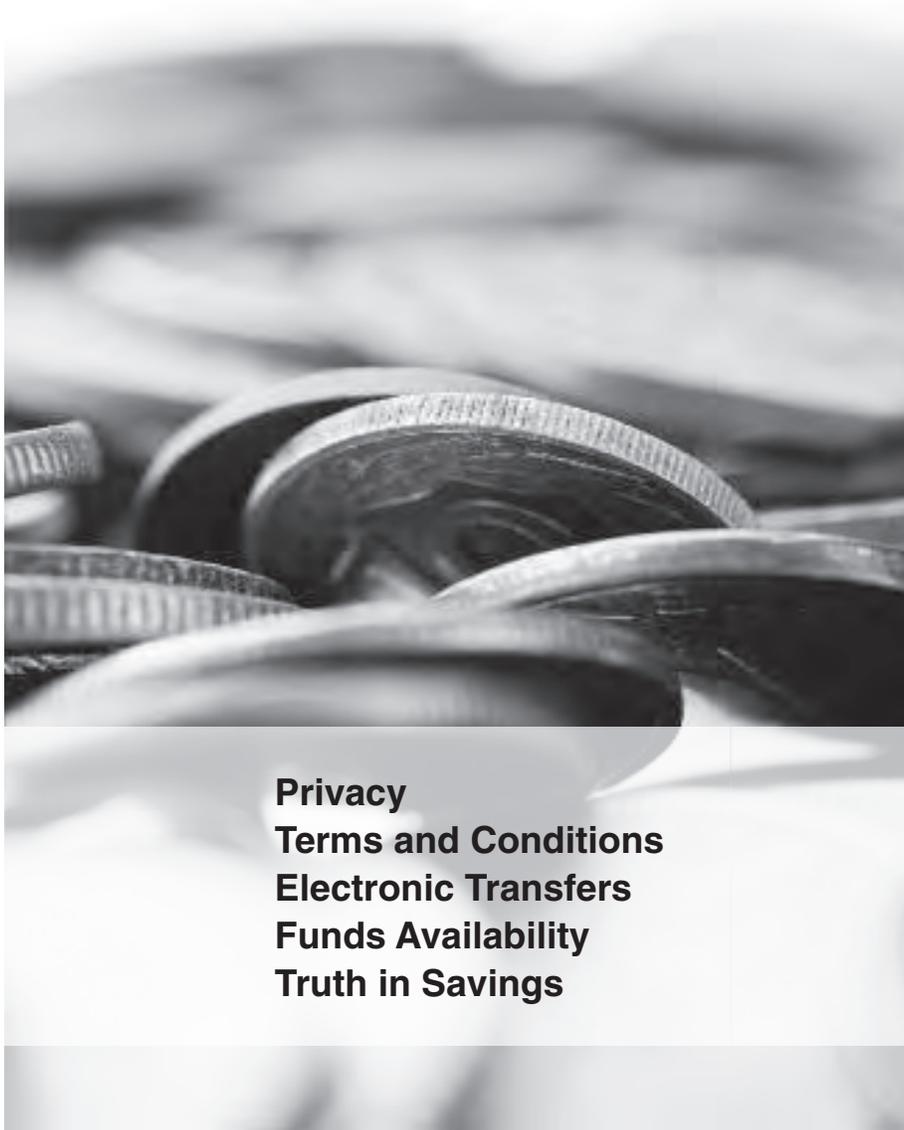


# Understanding Your Deposit Account



**Privacy**  
**Terms and Conditions**  
**Electronic Transfers**  
**Funds Availability**  
**Truth in Savings**

# TABLE OF CONTENTS

<b>PRIVACY</b> .....	next page
<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	3
Important Information About Procedures for Opening a New Account .....	3
Agreement.....	3
Liability .....	3
Deposits .....	3
Withdrawals.....	3
Ownership of Account and Beneficiary Designation .....	4
Business, Organization and Association Accounts .....	4
Stop Payments.....	4
Telephone Transfers .....	4
Amendments and Termination .....	4
Notices .....	4
Statements .....	4
Account Transfer .....	5
Direct Deposits .....	5
Temporary Account Agreement .....	5
Setoff .....	5
Authorized Signer.....	5
Restrictive Legends or Indorsements.....	5
Facsimile Signatures .....	5
Check Processing .....	5
Check Cashing .....	5
Indorsements.....	5
Death or Incompetence .....	6
Fiduciary Accounts .....	6
Credit Verification .....	6
Legal Actions Affecting Your Account .....	6
Security .....	6
Telephonic Instructions .....	6
Monitoring and Recording Telephone Calls and Consent to Receive Communications .....	6
Claim of Loss.....	6
Early Withdrawal Penalties.....	6
Address or Name Changes .....	6
Resolving Account Disputes.....	6
Waiver of Notices .....	6
ACH and Wire Transfers .....	6
Truncation, Substitute Checks, and Other Check Images .....	7
Remotely Created Checks .....	7
Unlawful Internet Gambling Notice.....	7
Multiple Signatures.....	7
<b>BUSINESS ACCOUNTS AMENDMENT TO THE TERMS AND CONDITIONS OF YOUR ACCOUNT:</b> .....	7
<b>NOTICE REGARDING PAYMENT OF ITEMS</b> .....	8
<b>ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES</b> .....	8
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	11
<b>TRUTH-IN-SAVINGS</b> .....	11
Basic Checking Account.....	11
StartNew Checking Account.....	11
Interest Checking Account .....	11
Kids First Savings Account.....	12
Retail Money Market Account .....	12
Retail Savings Account .....	13
Christmas Club Account.....	13
Banking Services & Fee Schedule .....	13

**FACTS****WHAT DOES FIRST MID BANK & TRUST (HEREINAFTER REFERRED TO AS "FIRST MID") DO WITH YOUR PERSONAL INFORMATION?**

<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>● Assets and overdraft history</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 First Mid chooses to share; and whether you can limit this sharing.	
<b>Reasons we can share your personal information</b>	<b>Does First Mid share?</b>	<b>Can you limit this sharing?</b>
<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	Yes
<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	No	We don't share
<b>For our affiliates to market to you</b>	Yes	Yes
<b>For nonaffiliates to market to you</b>	No	We don't share
<b>To limit our sharing</b>	<ul style="list-style-type: none"> <li>● Call 877-888-5629</li> </ul> <b>Please note:</b> If you are a <i>new</i> customer, 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.	
<b>Questions?</b>	Call 877-888-5629	

<b>Who We Are</b>	
<b>Who is providing this notice?</b>	First Mid Bank & Trust.
<b>What We Do</b>	
<b>How does First Mid 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.
<b>How does First Mid 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 apply for a loan</li> <li>● Give us your income information or use your debit card</li> <li>● Make deposits or withdrawals from your account</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 laws and individual companies may give you additional rights to limit sharing.
<b>What happens when I limit sharing for an account I hold jointly with someone else?</b>	Your choices will apply to everyone on your account.
<b>Definitions</b>	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Our affiliates include companies owned by First Mid-Illinois Bancshares, Inc. such as First Mid Insurance Group and First Mid Wealth Management.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and non-financial companies. <ul style="list-style-type: none"> <li>● <i>Nonaffiliates we share with can include title insurance companies, appraisers, and securities broker-dealers.</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 credit card companies and insurance companies.</i></li> </ul>

## 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 Illinois 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.

**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 can be deducted directly from the account balance whenever sufficient funds are available. 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 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 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, 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 the 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 it as a transaction 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.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. 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 time 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, which may be more than the actual amount of your purchase. 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 may be up to three days 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, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. 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.

Here is an example of how this can occur - assume for this example the following: (1) you have opted-in to our overdraft services for the payment of overdrafts on ATM and everyday debit card transactions, (2) we pay the overdraft, and (3) our overdraft fee is \$35 per overdraft, but we do not charge the overdraft fee if the transaction overdraws the account by less than \$10.

You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other kind of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to three days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the overdraft fee of \$35 according to our overdraft fee policy. You will be charged this \$35 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

**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 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. 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. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**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 check to examine the signatures on the 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 account 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.

**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 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)** - 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.

**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** - Unless otherwise provided, 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. 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).

**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. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be 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** - 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 - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements 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 consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., computer, 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.

**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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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 ENDORSEMENTS** - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. 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 endorsement. For this reason, we are not required to honor any restrictive legend or endorsement 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.

**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.

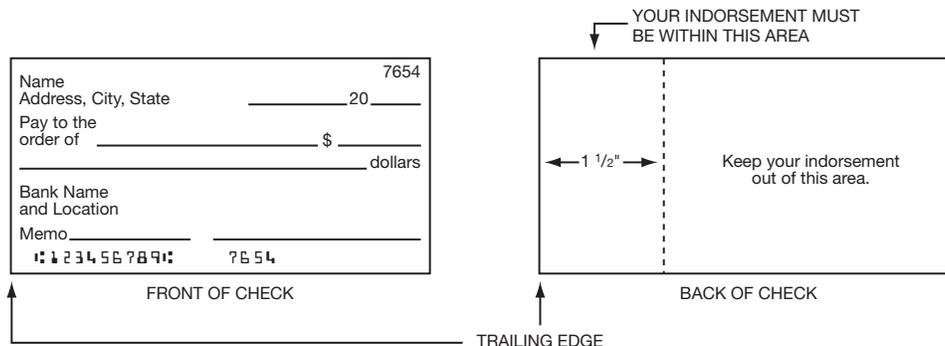
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains 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 endorsements unless you notify us in writing that the check requires multiple endorsements. 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.

**ENDORSEMENTS** - 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.

**SECURITY** - 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).

Except for consumer electronic funds 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, such as positive pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss. 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.

**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 must first obtain your consent to contact you about your account because we must comply with the 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 does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

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 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** - 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 a check 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.

You agree to reimburse us for all costs and expenses we incur in connection with the deposit of remotely created checks to your account. You agree to comply with the Federal Trade Commission's (FTC) telemarketing sales rules and to provide us, upon our request, with evidence of the "express verifiable authorization" that you obtain in accordance with the FTC rules. The term "remotely created check" shall have the same meaning as in 12 CFR B229.2 (fff), as follows. Remotely created check means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

**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.

**MULTIPLE SIGNATURES** - If you (a) have specified that some or all checks must be signed by more than one person, (b) have specified that the authorized signers for checks in one category are different than those for another check category, or (c) utilize checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in a certificate of authority or otherwise. The Bank may pay checks, items, electronic debits, wires, check card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the Account.

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## BUSINESS ACCOUNTS AMENDMENT TO THE TERMS AND CONDITIONS OF YOUR ACCOUNT:

### Protection against unauthorized items

You acknowledge that there is a growing risk of losses resulting from unauthorized items. We offer *services* that provide effective means for controlling the risk from unauthorized items. These *services* include:

- Positive Pay
- ACH fraud filter

We may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry "best practice." An example of a best practice is **dual custody**, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

We recommend that you use one or more of these *services* or best practice (or any other *service* related to fraud prevention that we offer after the date of this Agreement) and you (a) either decide not to use the recommended *service* or best practice or (b) fail to use the *service* or best practice in accordance with the applicable *service* description or our other documentation applicable to the *service* or best practice, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended *service* or best practice in accordance with the applicable *service* description or applicable documentation.

### Are you responsible for taking reasonable steps to help prevent fraud and embezzlement on your account?

Yes, you agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and the items drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, we recommend that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue items drawn on your account.
- Reconcile statements for your account as you receive them and notify us immediately of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen check items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations (e.g. compare the percentage of cash deposits to total deposit size). Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any check that you do not intend to use.
- Use tamper resistant check items at all times.
- Notify us immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and online banking access and any cards we have issued to him/her can be cancelled.
- Do not sign blank checks
- Regularly monitor your accounts through online banking and/or mobile services.
- Obtain insurance coverage for these risks.

### If you carry special insurance for employee fraud/embezzlement, we can require you file your claim with your insurance company before making claim against us?

Yes, many businesses carry special insurance for employee/fraud/embezzlement. If you do, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

You also agree to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles.

### Unauthorized Endorsement

If you have notice of an alleged unauthorized or forged signature or endorsement or any other error on an item drawn on or deposited into your account, or that the payee did not otherwise receive the funds re-presented by said item, you agree to notify us immediately. Even if timely reported you may have to bear the loss or share the loss with us if your lack of ordinary care contributed to the loss. If you fail to notify us within 30 days of your receiving such notice, we will not be liable to you.

### Customer's Examination Responsibility

You must examine your statement of account and report any unauthorized signatures, alterations, other unauthorized transactions or errors, along with the relevant facts surrounding the same within the time period as hereinafter set forth. Even if timely reported, you may have to bear the loss or share the loss with us if your lack of ordinary care contributed to the loss. In addition to the items identified in the applicable statement of account, the loss may include other items with unauthorized signatures or alterations related to the same wrongdoer.

The time you have to examine your statement of account 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 of your account is first sent or made available to you. If you fail to report any unauthorized signatures, alterations, other unauthorized transactions or errors in your account within 30 days of when we first send or make the statement of account available, you cannot assert a claim against us on any items in that statement of account, and the loss will be entirely yours. This 30-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statement, it is your obligation to notify the Bank.

For certain unauthorized ACH transactions posted to your account, you shall have until 10:00 a.m. of the Business Day after the item was posted to notify us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating bank and the originating company.

#### **Provisional Credit**

Provisional credit is a temporary credit which may be applied to your account in situations in which a transaction is being disputed. Provisional credit may be credited to your account upon completion of the investigation or on the fifth business day of the investigation period, whichever is sooner. A provisional credit may be removed (reversed) or made permanent, depending upon the outcome of the investigation.

You understand that if through our investigative efforts, it has been determined to be an error on your account, the provisional credit becomes permanent and no further action is required.

Conversely, you understand that if through our investigative efforts, it is deemed not to be an error on your account; the provisional credit will be removed. If you do not have sufficient funds in your account at the time of the removal, your account will be overdrawn and you will be responsible for making a deposit to satisfy the overdraft.

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## **NOTICE REGARDING PAYMENT OF ITEMS**

You do not have the right to withdraw or transfer funds or authorize payments from your account that are not available or are uncollected.

If you or any authorized party submits a withdrawal, transfer or payment request by any means with which a withdrawal, transfer or payment request can be made from your account and the available or collected funds in the account are "non-sufficient," we have the right to refuse the request and charge you the non-sufficient fund (NSF) fee disclosed to you in our fee schedule of charges. The NSF fee is charged on a per-item basis. An "item" is any authorized method of access to funds in your account, including but not limited to, a paper check, in-person withdrawal, a draft, an ATM withdrawal, a debit card transaction, an on-line banking transaction or any other electronic transaction. Fees imposed by us are not considered "items."

**An overdraft caused by ATM and everyday (non-recurring) debit card transactions will require you to opt in by notifying First Mid-Illinois Bank & Trust to authorize and pay these transaction types. If you opt in for these overdraft transactions to be paid, the standard non-sufficient fund fee listed in our fee schedule of charges applies for each non-sufficient item. If you do not authorize First Mid-Illinois Bank & Trust to authorize to pay ATM and everyday debit card transactions and there are not sufficient funds in your account, these transactions will be declined.**

If, however, we complete a withdrawal, transfer or payment request for an item even though there are non-sufficient funds in your account, this will create an "overdraft" and you will be charged the overdraft fee disclosed to you in our fee schedule of charges. An overdraft fee is charged for each item that exceeds the account balance. This may result in multiple fees for successive overdrafts. For example, if you have exceeded your account balance and a check is presented for payment, you use your debit card, and you make an ATM withdrawal, then this would result in three separate overdraft fees. Our payment of any overdraft does not mean that you have a line of credit. If your account is overdrawn for any reason, you agree to **immediately** deposit sufficient funds to bring your account to a positive balance.

If more than one item is presented to us as a withdrawal, transfer or payment request on a given day, and there are available funds to complete one or more of the requests but less than all of them, we have the right to decide the order of the items for which we will complete the request and which items will be refused (if any). This means we can complete the request for the largest item if we choose and reject all smaller items, or any other order we elect including, for example, random order.

Although subject to change without notice, it is our current practice to process items each evening for those received prior to the end of each business day. Every day is a business day except Saturdays, Sundays and federal holidays. We sort items first by transaction type in the following order. Within each type, items are processed by low-to-high amounts.

1. Credits to your account post first
2. Internal Transfers from your Checking account to a First Mid-Illinois Bank & Trust loan payment
3. Online and Telephone Transfers and Miscellaneous Debits out of your account
4. Point-Of-Sale (POS) and ATM Transactions:
  - Point-Of-Sale Transactions include PIN-Based Transactions (where a Personal Identification Number was entered for the POS transaction), Signature-Based Transactions (where a signature was required for the POS transaction), and Recurring POS Transactions (a recurring payment in which a debit card was used to create the transaction)
  - ATM Transactions include On-Us ATM withdrawals and/or transfers (ATMs owned by First Mid-Illinois Bank & Trust) and Foreign ATM withdrawals and/or transfers (ATMs not owned by First Mid-Illinois Bank & Trust)
5. ACH Debits (includes check conversions - a check that is presented to a merchant or utility company and they convert it to an ACH)
6. Checks that you write off of your account
7. Internal Transfers from your Checking account to another First Mid-Illinois Bank & Trust deposit account

A non-sufficient fund/overdraft fee will be charged for each item if the amount of the item is greater than the adjusted account balance at the time it is processed.

You do not have the right to choose the order of the item(s) for which we will complete your withdrawal, transfer, or payment request(s).

Under no circumstances shall you have the right to rely upon us to complete your withdrawal, transfer or payment requests if your account does not have sufficient funds even if we have previously completed such requests on one or more occasions. (Any practice that is more beneficial to you than our written obligation will not supercede these written rules.)

In the event of any oral or implied agreement to complete your withdrawal, transfer or payment requests when your account has non-sufficient funds, this Notice shall prevail and no oral or implied agreement shall be enforceable.

If any of your accounts is overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your account to a positive balance. Each account owner is individually and jointly responsible for depositing sufficient funds to bring your overdrawn account to a positive balance if such overdraft caused by any authorized withdrawal, transfer or payment request, regardless of whether such owner participated in the transaction or benefited from it.

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## **ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES**

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 your rights and obligations for these transactions. You should keep this notice for future reference.

#### **Prearranged Transfers**

**Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).

**Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).

#### **Telephone Transfers**

You may access your account(s) by telephone 24 hours a day at 1-800-500-6085 using a touch tone phone, your account number, your login identification and personal identification number (PIN) to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- get information about checking, savings or loan account(s) with us

#### **ATM Transfers**

You may access your account(s) by ATM using your ATM or Debit Card and personal identification number to:

- make deposits to checking and savings account(s)

- get cash withdrawals from checking or savings account(s). You may withdraw no more than \$510.00 per day
- transfer funds between checking and savings account(s)
- make payments from checking account(s) to loan accounts with us
- get information about checking, savings or loan account(s) with us

Our ATM/Debit Cards can be used at most ATMs in the world. Some of these services may not be available at all terminals.

#### **Point-Of-Sale Transactions**

Using your card you may access your checking account(s) to purchase goods (in person, by phone, online, or by Digital Wallet\*), pay for services (in person, by phone, online, or by Digital Wallet\*), get cash from a merchant, if the merchant permits, or from a participating institution, and do anything that a participating merchant will accept.

You may not exceed more than \$1,500.00 in transactions per day.

\*Please refer to our Digital Wallet Terms and Conditions for more information. <https://firstmid.com/digital-wallet-terms-conditions/>

**Non-Visa Debit Transaction processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to VISA transactions are not applicable to non-VISA transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

#### **Foreign Transactions**

If you use your card to obtain cash or purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount either by the merchant or Visa. The exchange rate used for the currency conversion is a selected rate of either: (1) a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (2) the government mandated rate in effect for the applicable central processing date. Depending on whether the currency is converted by the merchant or Visa, an additional fee of up to 1.5% will be added to the transaction. The original converted transaction amount will be shown separately from the International Transaction Fee on your monthly statement.

**Advisory Against Illegal Use.** You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

#### **Use of Personal Identification Number (PIN)**

You acknowledge that the Personal Identification Number or PIN which you use with the Visa Debit Card is your signature and validates the directions given just as your actual signature and other proof of identity and authenticates and validates your directions to us. You also understand that Merchants which accept the Visa Debit Card for a purchase transaction that may not require your PIN and will require your signature which will also authenticate and validate the directions given just as your actual PIN had been used. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Visa Debit Card is a security method by which we are helping you to maintain the security of your account. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

#### **Computer Transfers**

You may access your account(s) by computer using [www.firstmid.com](http://www.firstmid.com) and using your user identification and password to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- make payments from checking to third parties with a fee (refer to separate disclosure)
- get information about checking, savings or loan account(s) with us

#### **Mobile Banking Transfers**

You may access your account(s) by web-enabled cell phone by text messaging, web browser, or downloading our mobile application and using your password to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- make payments from checking to third parties with a fee (refer to separate disclosure)
- get information about checking, savings or loan account(s) with us

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

#### **Electronic Fund Transfers 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 whom 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 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.

#### **GENERAL LIMITATIONS**

Transfers or withdrawals from a savings or Money Market Account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party, are limited to six (6) per statement. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### **FEES**

We do not charge for direct deposits to any type of account.

We do not charge to set up a Digital Wallet.

Preauthorized payments are subject to the debit charges of the checking account type.

Please refer to our separate fee schedule for additional information about ATM charges.

**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).

#### **DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.

**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 the telephone number listed to find out whether or not the deposit has been made.

**In addition,** you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

You can call us at 1-877-888-5629 to find out whether or not the deposit has been made.

#### **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 or write us at the telephone number or access listed in this disclosure, 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.

We charge \$25.00 for each stop payment.

**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.

#### **FINANCIAL INSTITUTION'S LIABILITY**

**Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit in 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.

#### **CONFIDENTIALITY**

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

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) if you give written permission.

#### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** Tell us at once if you believe your card and/or code 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 and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code 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, code 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 period.

**Additional Limits on Liability for Visa Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**VisaZero Liability and Provisional Credit Policy:** For purposes of this policy for Card transactions, we define "unauthorized transaction" or "unauthorized card transaction" to exclude any of the following:

- (i.) any transaction by you, your business co-owner, or person authorized by you, or other person with an interest in or authority to transact business on the Account.
- (ii.) any transaction that exceeds the authority given by the Account owner.

VISA has devised a Zero Liability and Provisional Credit Policy to provide you with protection against unauthorized card transactions processed through the VISA network without a PIN, including internet and telephone purchases. If you suspect that your Card, or Card number, has been lost or stolen, you may not be responsible for any unauthorized purchases processed through the VISA network without a PIN, if you report the loss or theft in accordance with the provisions of this Agreement. This VISA Zero Liability and Provisional Credit Policy does not apply to ATM transactions or to PIN transactions. Upon notification from you of unauthorized Card transactions, we will limit your liability for those transactions to zero, if you notify us either by calling or writing to us at the address or phone number in this Agreement within sixty (60) calendar days of the mailing date of the FIRST statement showing any unauthorized Card transactions. All oral notifications must immediately be followed up with a written notification. Notwithstanding the foregoing, you will be liable for the unauthorized Card transactions on your statement if your "gross negligence" or "fraud" in handling of your Card or Account, as reasonably determined by us, has contributed to the transaction in question.

**Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions Account Your Electronic Transfers, Call or Write us at the telephone number or address listed, 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.

- (1) Tell us your name and account number (if any).
- (2) 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.
- (3) 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 (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) 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. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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.

#### **FIRST MID BANK & TRUST**

#### **CUSTOMER SUPPORT CENTER**

**P.O. BOX 499, 1515 CHARLESTON AVENUE**

**MATTOON, ILLINOIS 61938-0499**

**www.firstmid.com**

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: (877) 888-5629

## YOUR ABILITY TO WITHDRAW FUNDS

*This policy statement applies to all deposit 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, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open (business hours vary at our locations), we will consider that day to be the day of your deposit. However, if you make a deposit on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

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. Funds may not be available until the second business day after the day of your deposit. The first \$200 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, or if we decide to take this action after you have left the premises, we will mail you the notice by the 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.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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.

### **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. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 15th business day after the day of your deposit.

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

Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after your deposit. This rule does not apply at ATMs that we own or operate that accept deposits.

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

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## TRUTH-IN-SAVINGS

### **BASIC CHECKING ACCOUNT**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**To open the account.** You must deposit at least \$50.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$3.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee: you must maintain an eStatement for this account.

### **STARTNEW CHECKING ACCOUNT**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**To open the account.** You must deposit at least \$50.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$9.95 will be charged each statement cycle.

**Direct Deposit Reward.** A \$3.00 Direct Deposit reward will be credited to your account each statement cycle in which you have a Direct Deposit. Transfers from another First Mid-Illinois Bank & Trust are not counted as Direct Deposits.

### **INTEREST CHECKING ACCOUNT**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

### **VARIABLE RATE**

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. The tiers are as follows:

**Tier 1** If your daily balance is \$2,499.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** If your daily balance is more than \$2,499.99, but less than \$10,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** If your daily balance is \$10,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Determination of rate.** At our discretion we may change the interest rate on your account.

**Frequency of rate change.** We may change the interest rate on your account at any time.

**To open the account.** You must deposit at least \$1,000.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$7.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$1,500.00 or more in this account for each statement cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** *Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**ATM foreign fee waiver.** The first \$4.00 of First Mid Bank & Trust ATM foreign fees will be waived. This will be noted on your statement as "Waiver of ATM Usage Fee." Non-First Mid Bank & Trust surcharges still apply.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### KIDS FIRST SAVINGS ACCOUNT

**For current rate and yield information please call us at (877)888-5629 or visit firstmid.com.**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

#### VARIABLE RATE

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. Your interest rate and annual percentage yield may change.

**Determination of rate.** At our discretion we may change the interest rate on your account.

**Frequency of rate change.** We may change the interest rate on your account at any time.

**To open the account.** You must deposit at least \$25.00 to open this account.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Account Conversion.** Your account will automatically convert to a Retail Savings account when the minor owner reaches the age of 19. All other disclosed information remains in effect. Conversion from a Kids First Savings account to a Retail Savings account includes: If your account balance falls below \$100.00 any day of the month, a \$1.00 Maintenance Fee will be charged to your account. A Withdrawal Fee of \$0.50 will be charged for each debit transaction (withdrawal - in person or ATM, automatic transfer or payment out of this account) in excess of four during a monthly cycle.

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per month. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity. Withdrawals in excess of these limits may result in account closure.

#### Unlimited transfers / withdrawals:

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

#### The following types of transfers are limited to **six per month**:

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### RETAIL MONEY MARKET ACCOUNT

**For current rate and yield information please call us at (877)888-5629 or visit firstmid.com.**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

**VARIABLE RATE.** 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. The tiers are as follows:

**Tier 1** If your daily balance is \$2,499.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** If your daily balance is more than \$2,499.99, but less than \$10,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** If your daily balance is more than \$9,999.99, but less than \$25,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** If your daily balance is \$25,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Determination of rate.** At our discretion we may change the interest rate on your account.

**Frequency of rate change.** We may change the interest rate on your account at any time.

**To open the account.** You must deposit at least \$1000.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$5.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$1000.00 or more in this account for each statement cycle.

**Withdrawal fee.** An excess withdrawal fee of \$5.00 will be charged for each third party debit transaction in excess of six during a statement cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per statement cycle. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity. Withdrawals in excess of these limits may result in account closure.

#### Unlimited transfers / withdrawals:

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account

- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

The following types of transfers are limited to **six per statement cycle**:

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### RETAIL SAVINGS ACCOUNT

**For current rate and yield information please call us at (877)888-5629 or visit firstmid.com.**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than seven days notice in writing before any withdrawal from an interest bearing account.

#### VARIABLE RATE

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. Your interest rate and annual percentage yield may change.

**Determination of rate.** At our discretion we may change the interest rate on your account.

**Frequency of rate change.** We may change the interest rate on your account at any time.

**To open the account.** You must deposit at least \$100.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$5.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$100.00 or more in this account for each monthly cycle.

**Withdrawal fee.** A withdrawal fee of \$0.50 will be charged for each debit transaction (withdrawal - in person or ATM, automatic transfer or payment out of this account) in excess of four during a monthly cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per month. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity.

Withdrawals in excess of these limits may result in account closure.

#### Unlimited transfers / withdrawals:

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

The following types of transfers are limited to **six per month**:

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### CHRISTMAS CLUB ACCOUNT

**Minimum Balance to Open This Account** - You must deposit \$1.00 to open this account.

**Rate Information** - You will be paid the disclosed interest rate when the Christmas Club account matures at which time the principal and interest will be distributed to you. This account will automatically renew each maturity.

**Compounding and Crediting Frequency** - Interest will not be compounded. Interest will be credited to your account at maturity.

**Effect of Closing an Account** - If you close your account before interest is credited, you will not receive the accrued interest.

**Daily 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 on the business day you deposit noncash items (for example, checks).

**Setoff** - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw.

If any withdrawal is made from this account before October 11, 2019 when the Christmas Club reaches maturity, then this account will be closed and accrued interest will not be paid.

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Your account requires payout of the funds at maturity to a First Mid Bank & Trust checking or savings account.**

This account is only for non-business, personal customers.

Effective 07/24/2018

#### BANKING SERVICES & FEE SCHEDULE

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account.

#### ATM/CHECK CARD

Shared Network Fee (per transaction).....	\$1.00
This fee will be assessed for each withdrawal performed at an ATM not operated by First Mid-Illinois Bank & Trust. This fee is charged for checking and savings account withdrawals regardless of balance maintained, and is in addition to other fees that may apply to your account. (Waived for Classic and Premier Checking Members)	
Card Re-Issue Fee (per card) .....	\$10.00
Cash Withdrawal Dollar Limit.....	\$510.00

**ABANDON PROPERTY FEE (Escheat) .....** \$50.00

**ACCOUNT ACTIVITY PRINTOUT.....** \$2.00

<b>ACCOUNT BALANCING ASSISTANCE</b>	
Per Hour.....	\$10.00
Minimum .....	\$5.00
<b>ACCOUNT CLOSED WITHIN 90 DAYS OF OPENING</b> .....	\$20.00
<b>ACCOUNT RESEARCH</b>	
Per Hour (1 hour minimum) .....	\$25.00
5 or less pages (per page) .....	\$4.00
6 or more pages (per page) .....	\$0.25
Check Image Copy (per item) .....	\$1.00
<b>AUTOMATIC TRANSFER TO COVER OVERDRAFT</b> .....	\$1.00
<b>CASHIER'S CHECKS</b> .....	\$8.00
Classic and Premier Checking .....	FREE
<b>CHECK CASHING - Non-Customer</b>	
5% of the check amount, with a minimum of \$10.00 (for all checks except Social Security, SSI, and disability checks).	
Social Security, SSI and disability checks: \$0-\$500 = \$5.00 Over \$500 = \$10.00	
The non-customer check cashing fee does not apply to on-us checks.	
<b>CHECK PRINTING</b> .....	Price varies based on style of check ordered
In-House Printed Checks (per sheet).....	\$1.00
<b>COIN COUNTING - Non-Customer</b> .....	.5%, with a minimum of \$2.00
<b>COLLECTION FEES</b>	
Per Item .....	\$30.00
<b>DORMANT ACCOUNT FEE</b>	
Per Month your account remains in dormant status .....	\$1.00
Your checking account is dormant if for 12 months you have made no deposits or withdrawals to the account.	
<b>FAX</b> .....	\$2.00
<b>FOREIGN CURRENCY</b>	
Minimum of \$150 (US) .....	\$10.00
<b>FOREIGN DRAFTS</b> .....	\$25.00
<b>GARNISHMENTS/LEVIES</b> .....	\$50.00
<b>MONEY ORDERS</b> .....	\$5.00
Classic and Premier Checking .....	FREE
<b>NIGHT DEPOSITORY SERVICE</b>	
Large Bag with Lock .....	\$46.00
Zipper Bag .....	\$5.00
<b>OVERDRAFT / NON-SUFFICIENT FUNDS (each item)</b>	
Returned item for non-sufficient funds .....	\$32.00
Item paid when non-sufficient funds .....	\$32.00
Daily Overdraft Fee (Business only) .....	\$5.00
On the fifth consecutive day your business checking account has been overdrawn, you will be assessed an overdraft fee of \$5.00 for every day your account remains in overdrawn status.	
<b>PHOTOCOPIES</b> .....	\$ .25
<b>RETURN DEPOSIT ITEM FEE</b>	
(Business Accounts Only - per item).....	\$5.00
<b>SPECIAL STATEMENT CUTOFF (date statement produced)</b> .....	\$3.00
<b>STOP PAYMENT</b>	
Checks or ACH Payments .....	\$25.00
<b>STORED VALUE CARDS:</b>	
<i>Gifts Cards:</i>	
*VISA® (Per card instant issue load limits between \$10 - \$1,000) .....	\$4.00
Classic and Premier Checking .....	\$1.50
<i>Reload Cards:</i>	
*VISA® (Per card instant issue load limits between \$10 - \$5,000) .....	\$6.00
Classic and Premier Checking .....	\$4.50
Secondary Card.....	\$2.50
Reload Fee (per reload) .....	\$3.50
<i>Travel Cards:</i>	
*VISA® (Per card instant issue load limits between \$10 - \$5,000) .....	\$9.50
Classic and Premier Checking .....	\$4.50
Reload Fee (per reload) .....	\$3.50
Companion Card .....	\$2.50
*Other Fees may apply - please refer to your terms and conditions associated with your card.	
<b>All cards not available at all locations</b>	
<b>TELEPHONE TRANSFERS BETWEEN ACCOUNTS</b> .....	\$1.00
<b>TWO SIGNATURE FEE (Checking Accounts)</b> .....	\$50.00
<b>WIRE TRANSFERS (Customers Only)</b>	
Incoming - Domestic & Foreign .....	FREE
Domestic Outgoing .....	\$20.00
Foreign Outgoing .....	\$75.00



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