

Dear Valued Client,

We are excited that CapStar Bank will officially become Old National Bank shortly, as we continue to build and expand our premier financial services company. Integration will take place Friday, July 12, 2024, through Sunday, July 14, 2024. Our goal is to make this transition as seamless as possible.

What you need to know about your transition to Old National can be found in the enclosed booklets. Some key dates and details to keep in mind:

- Conversion weekend is July 12-14. **When we open on July 15, 2024, you will officially be an Old National client**, with access to enhanced resources and an expanded line of products.
- Continue to use your CapStar accounts and services as you normally do until July 12, 2024.
- The enclosed **Welcome Guide** details changes to your CapStar accounts and services. We recommend reviewing the guide to understand how these changes may affect your accounts.
- The **Old National Deposit Account Agreement and Disclosure**, which will govern your new Old National Bank account(s) after the conversion, can be found in the enclosed Disclosure booklet.

We remain committed to providing high-quality service and enriching the communities we serve. With our partnership, you can expect improved technology, capabilities, and financial strength—including expanded lending capacity. Thank you for trusting us with your financial needs and objectives. We look forward to continuing to serve you well.

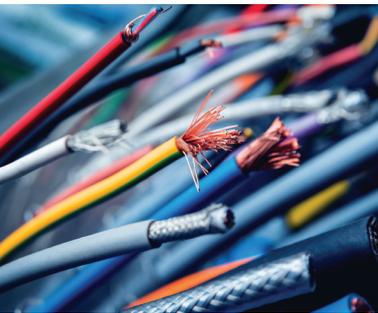
If you have questions or concerns after reviewing our Welcome Guide, please don't hesitate to contact us. You can find more information online at [oldnational.com/capstar](https://oldnational.com/capstar). You can also call us at **800-731-2265**, reach out to your relationship manager or stop by your local CapStar banking center with questions.

Sincerely,



Mark G. Sander  
President and Chief Operating Officer

# welcome



## FINANCIAL SUCCESS FOR YOUR BUSINESS

This Product and Services Overview for your business accounts will help you prepare for the conversion of CapStar Bank to Old National Bank on July 12-14, 2024.



WELCOME TO OLD NATIONAL BANK

hello!

### Let's move your business forward.

The alliance between CapStar and Old National is meant to benefit you and your business. Collectively, we have over 200 years of experience and a history of strength and stability. Our partnership allows us to offer an expanded lending capacity, new capabilities and enhanced technology, so that we can help keep your business moving—and growing.

Our Product and Services Overview has all the basics of the transition—and some specifics—of what Old National offers and how your services will change. A lot will be familiar to your CapStar experience, with a few new aspects here and there.

As you read through this Overview, pay particular attention to the items highlighted in bold, blue text, like this. Those are important action items you should complete to help ensure a smooth transition.

# First things first: What's happening?

Last year, we announced the partnership of CapStar Bank and Old National Bank, forming a premier financial services company. You've probably noticed some small changes already, and now—at the close of the business day on Friday, July 12—CapStar will combine with Old National, and your CapStar accounts will become Old National accounts. The conversion will continue over the weekend of July 12-14, and you'll be an Old National client when we open on Monday, July 15. You'll also notice that CapStar banking centers will become Old National banking centers.

## What's the history of Old National Bank?

Much like CapStar, Old National is committed to relationship-based banking and personalized client service. We have been helping individuals and businesses with their financial needs since 1834. Based in Evansville, Indiana, and Chicago, Illinois, we are proud of our high ethical standards, and of our active commitment to the communities we serve.

## What can you expect as conversion occurs?

Our goal is to make this transition as seamless as possible. If challenges do arise, please know we will do our best to address them. Please carefully review the information here. If you have any questions about your account transition on Monday, July 15, we encourage you to reach out soon. While we're staffing our Client Services Teams with more team members during conversion, you may encounter longer wait times if you call or visit us the week of July 15.

## Where can you get more information?

The guide you hold in your hands contains important information. If you still have questions after reading it, our teams are also here for you in-person, online and on the phone to help you navigate the change. We encourage you to reach out to your Relationship Manager, Treasury Management Officer or local banking center. If you have Treasury Management specific questions, you can call Treasury Management Client Services at **800-844-1720** or visit our Conversion Resources landing page at **oldnational.com/capstar-tm**. For general questions, stop by your local banking center or call Client Care at **800-731-2265**.

**LET'S GET STARTED** ▶



Find updates and answers to frequently asked questions at:  
**oldnational.com/capstar**

## INSIDE THIS PRODUCT AND SERVICES OVERVIEW

<b>About Old National Bank</b> .....	4
<b>Timeline / Important Dates</b> .....	5-6
<b>Managing Your Account</b>	
Account Numbers .....	7
Routing Number .....	7
Business Debit Cards .....	7
Checks & Checking Accounts .....	8
Statements and Notices .....	8
Fees .....	8
CDs .....	8
Automated Clearing House (ACH) & Electronic Funds Transfer Entities (EFTs) .....	8
Online Banking Migration .....	9
Automated Phone Banking .....	10
International Check Processing .....	10
Tax Reporting .....	10
Other Treasury Management Services .....	10
Personal Accounts .....	10
Wire Transfers .....	11
FDIC Insurance .....	12
<b>Funds Availability &amp; Overdrafts</b> .....	13-14
<b>Wealth Management Accounts</b> .....	15
<b>Old National Account Details</b>	
Quick Guide to Your Accounts .....	16
Account Features and Benefits .....	17
Business Checking .....	18-20
Business Savings .....	21
<b>Deposit Account Fee Schedule</b> .....	22
<b>Old National At a Glance</b> .....	23

# About Old National Bank



## We value your trust

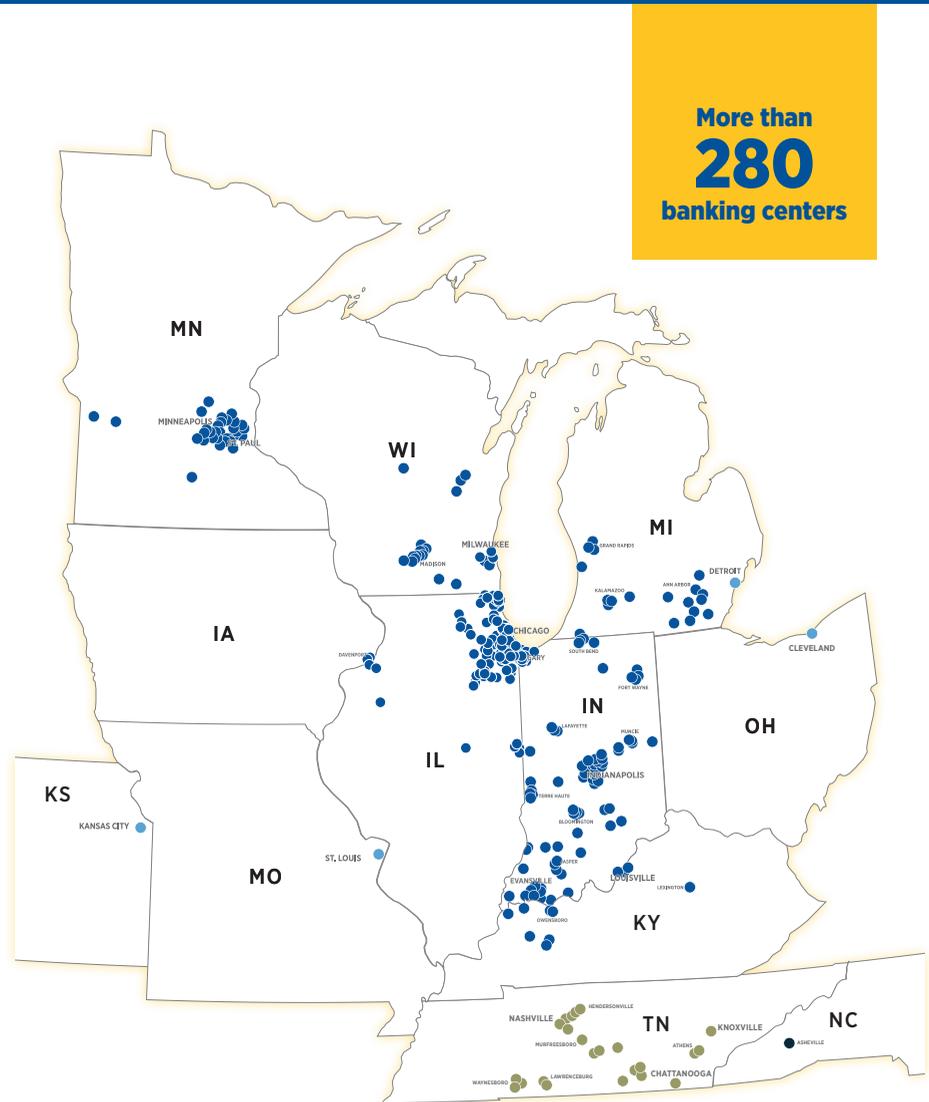
As your financial partner, we are dedicated to your needs and the best way to meet them.

We also are passionate about the **security and privacy of your accounts and personal information**, and take a number of steps to ensure you have convenience and safety during your banking experience. You can read more about how we protect you—and encourage you to protect yourself—at [oldnational.com/security](http://oldnational.com/security).

## Where we are

We have more than 280 locations throughout Illinois, Indiana, Iowa, Kentucky, Michigan, Minnesota, Tennessee and Wisconsin. Starting July 15, you will be able to find all our locations at [oldnational.com/locations](http://oldnational.com/locations).

- Banking Centers
- Commercial Banking Office
- CapStar Banking Centers
- CapStar Commercial Banking Office



**OUR MISSION**

With deep roots as a trusted financial partner, we invest our time, heart and expertise so that our clients and communities thrive.

**OUR VISION**

To be the bank of choice that helps our clients fulfill their dreams, passionately supports our communities and invests in the growth and development of our team members.

**OUR VALUES**

Integrity  
Inclusion  
Excellence  
Collaboration  
Optimism  
Agility

## What to expect before the conversion to Old National Bank:

<b>Beginning the week of June 17</b>	Online Banking Credentials and login instructions will be sent to clients.
<b>Beginning the week of June 24</b>	<ul style="list-style-type: none"> <li>• Old National debit card(s) arrive in your mailbox.</li> <li>• Activate your Old National card(s) and select your 4-digit PIN according to instructions on your card upon receipt. You should begin to use your new card(s) on, but not before, Monday, July 15.</li> </ul>
<b>Beginning in early July</b>	As CapStar Bank ATMs are converted to Old National ATMs, there may be brief periods when service is unavailable at certain locations.
<b>Monday, July 8</b>	<b>Do not schedule any future-dated External Transfers after this date.</b> They will not transfer to your Old National account.
<b>Thursday, July 11</b>	CapStar Bank Bill Pay will be unavailable starting at <b>5pm CT/6pm ET.</b> <b>Be sure to note any Bill Payee information prior to this time.</b>
<b>Prior to Friday, July 12</b>	We encourage you to download reports and statements from online banking at CapStar. <b>While the historical log of your transactions will not be migrated into ONPointe, we are pleased to inform you that your historic statements will if you are signed up for eStatements.</b>

## What to expect during conversion weekend, July 12-14:

<b>Friday, July 12</b>	<ul style="list-style-type: none"> <li>• All CapStar Bank banking centers will close at <b>4pm local time.</b></li> <li>• CapStar Flex Online (CFO) and CapStar PassPort Internet Banking will be unavailable starting at <b>7pm CT/8pm ET.</b> <ul style="list-style-type: none"> <li>• Remove any CapStar Bank mobile apps from your mobile device.</li> </ul> </li> <li>• CapStar telephone banking system access will end at <b>7pm CT/8pm ET.</b></li> <li>• Starting at <b>4:30pm CT/5:30pm ET,</b> CapStar's wire transfer services will no longer be available.</li> <li>• At <b>1:30pm CT/2:30pm ET,</b> the last ACH batch will be processed from CFO. ACH originations will be available again on Monday in ONPointe Treasury.</li> </ul>
<b>Saturday, July 13 &amp; Sunday, July 14</b>	<ul style="list-style-type: none"> <li>• All CapStar Bank banking centers will be closed.</li> <li>• Continue using your CapStar Bank debit card(s) for purchases and at ATMs.</li> </ul>

## What to expect after conversion, beginning July 15:

<b>Monday, July 15</b>	<ul style="list-style-type: none"> <li>• CapStar and Old National systems conversion will be complete.</li> <li>• CapStar Bank locations will open as Old National Bank with regular business hours.</li> <li>• All CapStar Bank ATMs will open as Old National ATMs.</li> <li>• Starting at <b>8am CT/9am ET</b>, Old National's wire transfer services will become available.</li> </ul>
<b>DEBIT CARDS</b>	<ul style="list-style-type: none"> <li>• <b>Once activated, begin using your new Old National debit card(s).</b> Your CapStar debit card will no longer be active. Attempting to use your CapStar debit card will result in the transaction being declined.</li> <li>• <b>Cut up or shred your CapStar Bank debit card(s).</b></li> <li>• <b>If you have recurring payments tied to your CapStar debit card, you will need to contact those companies to provide your Old National card information.</b></li> <li>• <b>If you have your CapStar Bank debit card in a digital wallet or are using it as a payment method on shopping sites or apps, update your card information with your new Old National debit card number.</b></li> </ul>
<b>ONLINE &amp; MOBILE BANKING</b>	<ul style="list-style-type: none"> <li>• Begin using ONPointe Treasury or Small Business Digital Banking for your online banking needs. <a href="#">See page 9 to learn more.</a></li> <li>• For mobile device access, install the ONPointe Mobile app or the Old National Mobile app from your device's app store.</li> <li>• <b>Re-create any recurring account transfers, ACH payments, bill pay payments or wire transfers in ONPointe Treasury on or after Monday, July 15.</b></li> </ul>
<b>CHECKS</b>	<ul style="list-style-type: none"> <li>• Continue using your CapStar Bank checks as they will be accepted for at least two years after conversion. <a href="#">See page 8 for more information on checks.</a></li> </ul>
<b>WIRES</b>	<ul style="list-style-type: none"> <li>• Provide your new receiving instructions to anyone who sends you wire transfers. Wires may be received using the CapStar routing number for 60 days, after which the Old National routing number must be used. See page 11 for inbound wire instructions.</li> </ul>
<b>Week of July 15</b>	<ul style="list-style-type: none"> <li>• Final CapStar paper statements will be mailed.</li> <li>• For prior CapStar Flex Online (CFO) clients transaction and balance detail will be available for 60 days in view-only mode.</li> </ul>
<b>Friday, August 16</b>	<p>If you have a service charge due for July, it will be debited from your account (business analysis accounts only).</p>
<b>September 14</b>	<p>View-only period for CapStar Flex Online (CFO) ends.</p>
<b>Tuesday, September 17</b>	<p>If you have a service charge due for August, it will be debited from your account (all accounts).</p>



## Things to Know and Do

We want to ensure a smooth transition of your accounts and services to Old National. You'll find important account information on the next several pages.

If you have questions after reviewing this information, you can find updates and FAQs at [oldnational.com/capstar](http://oldnational.com/capstar).

# Managing Your Accounts

## ACCOUNT NUMBERS

Most clients will be able to keep their same account numbers. If your account number changes, we will notify you by mail. And, if you do receive a new account number, we will notify your direct deposit payers and automatic payment recipients of the account number change as these transactions are processed after account conversion. You may also wish to contact your payers and billers to confirm that your account information has been updated in their systems on or after Monday, July 15.

## ROUTING NUMBER

The bank routing number for your account(s) will change to the Old National routing number, **086300012**. Please do not use this number before Monday, July 15.

## BUSINESS DEBIT CARDS

If you have a CapStar debit card, you'll automatically receive an Old National debit Mastercard® in the mail beginning the week of June 24. Activate your card as soon as you receive it and set a reminder to begin using your new card on July 15. **To protect your safety, cards are sent in plain white envelopes with no identifying information. Take care not to accidentally discard the envelope.**

Continue to use your CapStar debit card through Sunday, July 14. Be sure to follow the instructions on your Old National card to activate it and select your 4-digit PIN. Starting on Monday, July 15, you should use your Old National card. Then, cut up or shred your CapStar card.

Your Old National daily withdrawal and purchase limits will not be any lower than your CapStar card limits, and you can use your card anywhere you see the Mastercard® symbol.<sup>1</sup>

**If you have recurring payments tied to your CapStar debit card, you will need to contact those companies to provide your Old National card information.**

Any card transactions after 6pm CT/7pm ET on Friday, July 12, may not be reflected in your available balance right away. Card transactions made after this time will begin to post to your account the evening of Monday, July 15, but it may take several days for your account to reflect an accurate available balance. You should keep track of any card transactions you make during this time to avoid overdrawing your account.

<sup>1</sup>Mastercard® and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated. All other brand and product names are property of their respective owners.

**ATM Access:** CapStar debit cardholders will now have surcharge-free access to 55,000 Allpoint® ATMs<sup>1</sup> throughout the world (often in retailers such as Target, Walgreens, CVS and Costco), as well as free access at any Old National ATM. You can find a complete list of ATMs at [oldnational.com/locations](http://oldnational.com/locations).

CapStar ATMs will be converted to Old National ATMs.

**As ATMs convert, there may be brief periods when service is unavailable at certain locations.**

**Digital Wallet & Card on File:** Pay on the go. Add your Old National debit card for an easier way to make purchases at participating stores and within the Apple Pay®, Google Pay™ or Samsung Pay® apps.<sup>2</sup> If your CapStar debit card is connected to a digital wallet, payment application or online retailer (such as Amazon or your local grocery store, Venmo or Paypal, Apple Pay®, Google Pay™ or Samsung Pay®), you will need to update it with your Old National debit card information.

<sup>1</sup>Access to Allpoint® ATMs is surcharge-free for all Old National debit cards except Home Equity Access cards, for which we charge a \$3 Foreign ATM Fee.

<sup>2</sup>Apple Pay® is not available at all retailers. Apple Pay is a trademark of Apple Inc. Samsung Pay® is a trademark or registered trademark of Samsung Electronics Co., Ltd. Samsung Pay is available on select Samsung devices. Google Pay™ is a trademark of Google, LLC.

## CHECKS AND CHECKING ACCOUNTS

---

We are pleased to inform you that your CapStar checks will continue to be accepted for at least two years, ensuring no imminent check ordering is needed for our clients.

For more information about your checking account, refer to pages 18-21, where you'll find an Account Transition Guide listing all CapStar checking account products and the corresponding Old National accounts.

## STATEMENTS AND NOTICES

---

If you currently receive eStatements from CapStar for your deposit accounts, you will continue to receive eStatements from Old National.

**You must log in after conversion to access your eStatements.**

Your final CapStar Statement will cycle on Friday, July 12, and will be delivered as a paper statement even if you are enrolled in eStatements.

**Your CapStar account history will not be viewable through your Old National Online Banking solution. However, if you are signed up for eStatements the prior 24 months of eStatements will be available. We recommend downloading your account history files from Online Banking prior to July 12.**

Old National calculates business service charges from the first through the last day of each month, regardless of when your account statement cycles. If a service charge is due to the bank, the fee will be debited from your account in the middle of the following month—typically between the 16th and 20th. If you have a service charge assessed, we will send you an itemized statement though the same delivery means as your account statement (paper or electronic).

Some notices that are sent electronically by CapStar today will be delivered as paper notices by Old National.

## FEES

---

Fees for account maintenance, activity and Treasury Management services will be charged in the middle of the following month. For an explanation of other fees, please refer to the Deposit Account Fee Schedule on page 22. You can also learn more about the fees and terms for your new Old National account(s) in the Account Transition Guide on pages 16-21.

## CDs

---

Your CapStar CDs will stay at the same rates and terms until maturity. Upon maturity, please contact us directly at **800-731-2265** or visit your banker or local banking center to discuss the CD solution that's right for you. If your CapStar CD automatically renews, it will renew with Old National's then-current terms, and you will receive a pre-renewal notice of those terms 14 days prior to maturity.

## AUTOMATED CLEARING HOUSE (ACH) & ELECTRONIC FUNDS TRANSFER ENTRIES (EFTs)

---

**If you receive automated clearing house (ACH) items or electronic funds transfers (EFTs) to your CapStar account, they will transfer to your new Old National account.** While we will continue to post ACH entries received using your CapStar account information, we will eventually require your payment instructions to be changed.

As such, we request you take the following step:

**On or after Monday, July 15, confirm with all your ACH senders that they have updated their records with your Old National account number and/or the Old National routing number, 086300012, including automatic payments, subscription-based services, third-party payment senders and utilities.**



## ONLINE BANKING MIGRATION

Today, at CapStar, you use one of two online banking solutions to manage your business accounts: CapStar PassPort Internet Banking or CapStar Flex Online (CFO). To give you the best client experience and match your needs to the best online banking platform at Old National, here is what you can expect:

Today, if I use the following CapStar online banking platform:		Effective July 15, 2024 at Old National:	
		I will use this online banking platform:	And I will contact this customer service area for assistance:
<b>CapStar PassPort Internet Banking by clicking "UserID" in the Online Banking Login box on capstarbank.com</b>		Small Business Digital Banking	Client Care 800-731-2265
<b>CapStar Flex Online (CFO) by clicking "Company ID" in the Online Banking Login box on capstarbank.com</b>	I only use sub-user management	Small Business Digital Banking	Client Care 800-731-2265
	I use Treasury Management features like ACH, wire transfer, positive pay and remote deposit	ONPointe Treasury	Treasury Management Client Services 800-844-1720

We will notify you in a separate communication about your future online banking service and provide you with your credentials and login instructions. Please make sure to login to online banking to ensure a seamless conversion without interruption. For clients migrating from CFO, only users who have logged in since June 1, 2023, will be migrated to Old National's ONPointe Treasury.

### Accessing Your CapStar Account

CapStar's Online Banking Solutions will be unavailable starting at 7pm CT/8pm ET on Friday, July 12. We encourage you to download your data from online banking before 7pm CT/8pm ET on Friday, July 12, and retain it for record-keeping purposes. Your history will not transfer to Old National, however, statements will be available for viewing within ONPointe Treasury and Small Business Digital Banking if you are signed up for eStatements.

Starting the week of July 15, CapStar Flex Online (CFO) will be available for view-only access for 60 days allowing you to retrieve transaction history and electronic statements. While your last 24 months of electronic statements will be available in ONPointe Treasury, we recommend you download your transaction history and electronic statements from CFO prior to conversion.

## AUTOMATED PHONE BANKING

If you prefer banking by phone, you will have immediate access 24/7 to your accounts beginning July 15 by dialing **800-731-2265** and entering your account number or 16-digit debit card number. You do not need to enroll or remember a 4-digit code to access your information. Once your identity is verified through the automated system, you can listen to balances and transaction information, as well as transfer funds between accounts you are an owner of. If the automated system does not meet your needs, our Client Care Specialists are happy to assist you further during normal business hours.

## INTERNATIONAL CHECK PROCESSING

Canadian items will continue to be accepted through multiple channels. Keep in mind that checks drawn on a foreign bank and/or payable in a foreign currency are not subject to Old National's Funds Availability Policy and may be subject to holds. International checks also cannot be deposited through an ATM or using mobile deposit. For information regarding applicable fees, please refer to the Deposit Account Fee Schedule on page 22.

## TAX REPORTING

All tax reporting for 2024 will be provided by Old National. If you use history files from online banking to complete your tax reporting, we encourage you to export that data prior to Friday, July 12, to ensure you have access to your information for tax reporting purposes.



## Other Treasury Management Services

You will receive more information on other Treasury Management services such as Remote Deposit Capture, Lockbox, Corporate Credit Cards, Merchant Processing, Sweeps, ZBAs and more. Check your email and mail in the coming weeks. You will also find details on banners posted within CapStar Flex Online (CFO), as well as on [oldnational.com/capstar-tm](https://oldnational.com/capstar-tm).

## Personal Accounts

If you have personal account(s) with CapStar, you will receive a separate Product and Services Overview to help you prepare for the changes to those accounts. This includes personal checking, savings and money market deposit accounts, certificates of deposits, and mortgage and consumer loans.

Visit [oldnational.com/capstar](https://oldnational.com/capstar) for the latest on our partnership. We will update this page regularly to assist you in preparing for the transition.

## WIRE TRANSFERS

### Outgoing Wire Transfers

Starting at 4:30pm CT/5:30pm ET on Friday, July 12, CapStar's wire transfer services will no longer be available. On Monday, July 15, Old National's wire transfer services will become available.

<b>In-person</b>	If you currently request a wire transfer with a banker, you can continue to do so at any Old National banking center.
<b>Drawdown Requests</b>	If you have a drawdown wire (sometimes called a "reverse wire") instruction on file with CapStar, your drawdown will continue to be authorized at Old National. You do not need to take action to continue using drawdown transfers.
<b>Standing Orders</b>	If you have a standing order wire transfer with CapStar, those transfers will continue at Old National. You do not need to take action to continue using standing order wires.
<b>Online &amp; Mobile Banking</b>	<p>Look for additional communications from Old National about sending wire transfers using ONPointe Treasury™ and FX Trades. Visit our Treasury Management conversion resource page at <a href="http://oldnational.com/capstar-tm">oldnational.com/capstar-tm</a> for more information about online wire transfers at Old National.</p> <p><b>If you schedule recurring wire transfers in CapStar Flex Online (CFO), you will be required to re-establish those transfers in ONPointe Treasury after bank conversion. Any repetitive or semi-repetitive templates will be migrated into ONPointe Treasury for you, but recurring transfers will need to be re-created by you on or after Monday, July 15.</b></p> <p>Pre-scheduled wire transfers created in CFO with an effective date after Friday, July 12, will not be processed and will need to be re-created in ONPointe Treasury.</p>

### Incoming Wire Transfers

Your incoming wire transfer instructions will need to be changed beginning Monday, July 15. The information below provides details regarding the required changes.

**Beginning Monday, July 15, you must instruct the entity sending wires to your company to use the Old National Bank Routing Number 086300012 and your Old National account number. Wires using the CapStar Routing Number will be returned starting 60 days after Monday, July 15.**

If you receive International Wire Transfers, you must notify senders of the below changes, effective Monday, July 15:

#### For International Wires Received in US Dollars:

**Beneficiary Bank:** Old National Bank  
**Beneficiary Bank Address:** 1 Main Street,  
Evansville, IN 47708  
**SWIFT/BIC Code:** OLNAUS44

#### For International Wires Received in a Foreign Currency:

Visit [oldnational.com/capstar-tm](http://oldnational.com/capstar-tm) and navigate to "Wire Transfers." Click on "Incoming Wire Instructions" for detailed instructions.





## FDIC DEPOSIT INSURANCE

Typically, FDIC insurance covers deposits (including checking and savings accounts, money market deposit accounts and certificates of deposit) up to \$250,000 per ownership category held at an FDIC-insured institution. Since CapStar Bank is combining with Old National Bank, the deposits held at each bank will no longer be separately insured but will instead be treated as deposits of a single FDIC-insured institution.

**EXAMPLE 1:** An individual deposit account at CapStar in the amount of \$150,000 and an individual deposit account at Old National in the amount of \$150,000 (both accounts held by the same account owner) would have a combined balance of \$300,000, which exceeds the FDIC deposit insurance coverage limit of \$250,000 under the individual account ownership category. In this scenario, the individual account owner would want to consider restructuring these deposits to ensure FDIC deposit insurance coverage for the entire balance.

**EXAMPLE 2:** A joint account owned by two individuals at Capstar in the amount of \$300,000 and a joint account owned by the same two individuals at Old National in the amount of \$300,000 would have a combined balance of \$600,000, which exceeds the FDIC deposit insurance coverage limit of \$500,000 (\$250,000 per joint account owner) under the joint account ownership category. In this scenario, the joint account owners would want to consider restructuring these deposits to ensure FDIC deposit insurance coverage for the entire balance.

Deposit accounts opened at CapStar Bank before April 1, 2024, will no longer be separately insured from deposit accounts at Old National Bank beginning on October 1, 2024. This six-month grace period gives you time to review your deposit accounts to ensure your FDIC insurance coverage is not affected. This grace period applies as follows:

When account opened	How FDIC deposit insurance coverage may change
<p><b>Accounts opened at CapStar Bank prior to April 1, 2024</b></p>	<p>Deposit accounts opened at CapStar Bank prior to April 1, 2024, will be separately insured from deposits at Old National Bank until October 1, 2024. This six-month grace period allows you the opportunity to restructure your accounts, if necessary.</p> <p>Certificates of Deposit (CDs) at CapStar Bank dated prior to April 1, 2024, will be separately insured until the earliest CD maturity date after October 1, 2024.</p>
<p><b>Accounts opened at CapStar Bank on or after April 1, 2024</b></p>	<p>Deposit accounts opened at CapStar Bank on or after April 1, 2024, may not be separately insured from deposits at Old National Bank.</p> <p>CDs that mature during the interim period of April 1, 2024, through October 1, 2024, and are renewed for the same term and in the same dollar amount (either with or without accrued interest), will continue to be separately insured until the first maturity date after October 1, 2024. If a CD matures during this interim period and is renewed on any other basis, it will only be separately insured until October 1, 2024.</p>

Please call the Old National Client Care team at **800-731-2265** or stop by any local banking center if you have questions regarding FDIC insurance coverage for your deposit accounts.

# Old National Funds Availability & Overdrafts\*

## WHAT IS FUNDS AVAILABILITY?

This is when the funds deposited in your account will be made available to you. The timing varies based on the type of deposit and when it is made. Below we provide a summary of when funds from the most common types of deposits are generally made available to you. We also provide our cut-off times for certain deposit channels. Refer to Section 6 of the enclosed Deposit Account Agreement and Disclosure for more information. If you have additional questions, please visit any banking center or contact us at **800-731-2265**.

\*Changes will be applicable to transactions dated on and after July 13, 2024.



## Availability of Deposits

Type of Deposit	Old National Funds Availability Policy
<b>Checks from a bank other than Old National or CapStar</b>	Old National Bank does not provide same day availability for these check types. Funds will be available the next business day after the day we receive your deposit. <sup>1</sup> This means these funds will not be available to cover checks or other debits processed that night.
<b>Cash, Electronic Direct Deposit</b> (e.g. payroll, Social Security), <b>Wire Transfers or other electronic fund transfers</b>	Funds will be available the same day as deposit, which means these funds will be available to cover checks or other debits processed that night. <sup>2</sup> Going forward, all direct deposits will post on your normally scheduled pay day (including Social Security or any other recurring direct deposits). Funds will no longer be available in the account early.
<b>Checks drawn on Old National or CapStar</b>	Funds will be available the same day as deposit, if the deposit is made in-person at a banking center or at an Old National ATM. <sup>1</sup> Same-day availability means these funds will be available to cover checks or other debits processed that night.

<sup>1</sup>In some cases, longer delays may apply. You will be notified if availability of the funds is delayed. <sup>2</sup>A cash deposit made at a non-Old National ATM will not be available until the second business day after we receive the deposit. This feature is not available at all ATMs.

## Deposit Cut-Off Times

When you make a deposit before our cut-off time on a Business Day we are open, that Business Day will be the day of your deposit. However, if you make a deposit after our cut-off or on a day that is not a Business Day, we will consider the next Business Day we are open to be the day of your deposit. Our cut-off time for deposits made in a branch is the applicable branch closing time, which varies by location. For other transaction types, the following deposit cut-off times apply:

Transaction Type	Cut-off Time (Central Time)
<b>All Old National ATM Locations</b>	Monday-Friday: 9pm CT / 10pm ET
<b>Account Transfers<sup>3</sup> via Online and Mobile Banking</b>	Monday-Friday: 9pm CT / 10pm ET <sup>4</sup>
<b>Telephone Transfers</b>	Monday-Friday: 9pm CT / 10pm ET
<b>Check Deposits via Mobile Banking</b>	Monday-Friday: 8pm CT / 9pm ET

<sup>3</sup>External transfers (to or from your accounts at other financial institutions) may be subject to different cut-off times, which are disclosed to you in Online Banking or Mobile Banking as applicable. <sup>4</sup>Old National's cut-off time for Account Transfers via Online Banking is one hour earlier than CapStar's previous cut-off time.

## HOW OVERDRAFTS CAN HAPPEN, AND WHEN FEES ARE CHARGED

---

To help you avoid returned checks or declined transactions, we want you to understand how overdrafts can occur and the various options available to you for managing overdrafts.

Old National's availability is based on the available balance which takes into consideration transactions that are pending (such as a debit card authorization) but not yet settled. See Section 5.2 of the enclosed Deposit Account Agreement and Disclosure for more information.

An overdraft occurs when the available balance of your account is not sufficient to cover a transaction, but we pay it anyway. A returned item occurs when your available balance is not sufficient to cover a transaction and we return it unpaid.

We will charge you a Paid NSF/Overdraft Item fee of \$36 for each paid item that overdraws your account by more than \$25. This fee will not be charged for more than 2 paid items per day. You are responsible for paying the amount of any overdraft on your account immediately. If your account remains overdrawn for seven (7) or more consecutive business days, we will charge a \$7 Daily Overdraft fee each business day the account is overdrawn by more than \$25 (beginning on day 7), for up to 5 business days.

### Current Balance and Available Balance

When you view your account in Online or Mobile Banking, you may see two different account balances: current balance and available balance. Following is an overview of the difference between these two balances:

**Current Balance:** This is the balance in your account as determined at the end of the previous business day after adding all credits and subtracting all debits posted to your account that day. Your current balance does not reflect transactions that have not cleared your account.

**Available Balance:** Your available balance is our most current record of the amount of money in your account that is available for you to use. Your available balance only reflects transactions once we become aware of them, which means it may not include every transaction you have initiated, such as checks you've written that we have not received for payment yet. The best way to avoid overdrafts and returned items (and related fees) is to know your available balance and consider each transaction, including debit card transactions and checks you write, as reducing your available balance immediately. See Section 5.2 of the enclosed Deposit Account Agreement and Disclosure for more information.

### Transaction Posting Order

At Old National, the order in which transactions are posted to your account during end-of-day processing is different than it is at CapStar. It is important to understand the posting order since it can impact which transactions may create an overdraft and how many related fees are charged. Please refer to Section 5.3 of the enclosed Deposit Account Agreement and Disclosure for more information about the timing and order of transactions posted to your account at the end of each business day.

### Managing Overdrafts

To help you manage overdrafts, Old National provides various overdraft services including Overdraft Courtesy and Overdraft Protection. These services may also be used together for enhanced overdraft coverage on eligible accounts. Keep reading for information about Old National's overdraft services and what changes you can expect after conversion if you currently utilize one of CapStar's overdraft services. You can learn more about Old National's overdraft services by visiting [oldnational.com](http://oldnational.com) or calling our Client Care team at 800-731-2265.

### Old National Overdraft Courtesy

Most Old National checking accounts come with Overdraft Courtesy. With Overdraft Courtesy, we may pay certain overdraft items such as checks you've written and ACH and recurring debit card transactions. Overdraft Courtesy is offered at our discretion, which means that payment of overdrafts is not guaranteed and it may cease at any time without prior notice and without cause.\* Refer to Section 5.5 of the enclosed Deposit Account Agreement and Disclosure for more information about Overdraft Courtesy.

\*Overdrafts will generally not be paid if your account is not in good standing, such as when it is being managed by our collections department or it is subject to a legal or administrative order or levy and may not be offered on new accounts.

**Please note that if any specific coverage limits were disclosed to you for CapStar's Standard Overdraft Practice or Enhanced Overdraft Privilege, those limits will no longer apply after conversion.**

If you currently have overdraft protection from a linked deposit account or line of credit at CapStar, it will automatically convert to Overdraft Protection at Old National effective Monday, July 15. Your linked account will remain the same unless you contact Old National and request to change it. **Any transfer amount increments you established with CapStar for overdraft coverage will no longer apply once you are converted to Old National Overdraft Protection.**

The transfer amount will be the exact amount needed to cover the total overdraft amount at the end of each business day, provided your linked account has a

sufficient available balance. If sufficient funds are not available in your linked account, we will transfer what is available and, if applicable, a transfer fee will be charged (business analysis accounts only). Any items not covered by the funds in your linked account will be paid or returned at the Bank's discretion and applicable overdraft and other account fees may be charged.

**Returned Deposited Items**

Returned deposited items will not be redeposited automatically. Refer to Section 4.8 of the enclosed Deposit Account Agreement and Disclosure for more information.



**About Your Wealth Management Accounts**

The Wealth Management-related areas of CapStar and Old National have also united through this merger. Because the two predecessor companies operate on the same platform, LPL Financial, the conversion process was relatively seamless; in fact, CapStar Wealth Management account conversion has already occurred.



**CAPSTAR WEALTH MANAGEMENT IS NOW OLD NATIONAL INVESTMENTS<sup>1</sup>**

If you were a CapStar Wealth Management client, your account(s) already converted to Old National Investments (ONI). CapStar Wealth Management, like ONI, operated on the LPL Financial platform offering nearly identical investment strategies and insurance options. As such, your CapStar Wealth Management financial consultant became an ONI Wealth Advisor upon the merger's closure in April 2024, and your account information and investment services did not change.

**Questions?**

Contact your ONI Wealth Advisor. Visit [oldnational.investments](https://oldnational.investments) to find his/her contact information if needed.

<sup>1</sup>Securities and advisory services are offered through LPL Financial (LPL), a registered investment advisor and broker-dealer (member FINRA/SIPC). Insurance products are offered through LPL or its licensed affiliates. Old National Bank and Old National Investments **are not** registered as a broker-dealer or investment advisor. Registered representatives of LPL offer products and services using Old National Investments, and may also be employees of Old National Bank. These products and services are being offered through LPL or its affiliates, which are separate entities from, and not affiliates of, Old National Bank or Old National Investments. Securities and insurance offered through LPL or its affiliates are:

Not Insured by FDIC or Any Other Government Agency	Not Bank Deposits or Obligations	Not Bank Guaranteed	May Lose Value
--	----------------------------------	---------------------	----------------

<sup>1</sup>Your Bank ("Financial Institution") provides referrals to financial professionals of LPL Financial LLC ("LPL") pursuant to an agreement that allows LPL to pay the Financial Institution for these referrals. This creates an incentive for the Financial Institution to make these referrals, resulting in a conflict of interest. The Financial Institution is not a current client of LPL for advisory services. Please visit [www.lpl.com/disclosures/is-lpl-relationship-disclosure.html](https://www.lpl.com/disclosures/is-lpl-relationship-disclosure.html).



## Quick Guide to Your Old National Bank Accounts

In this guide, we provide details on the conversion of your CapStar business accounts to Old National accounts at the close of business on Friday, July 12. You can review the Account Transition Guide to find out which accounts you will have at Old National following the conversion and learn more about some of the features of those accounts. For additional account information, please reference the Deposit Account Agreement and Disclosure which is included in this mailing and can be found on [oldnational.com](http://oldnational.com).

We realize every business' goals are different so while we have done our best to convert your account to a comparable one at Old National, please remember we have a wide range of checking and savings account options. So, after you review the information in the Business Account Transition Guide that follows, please reach out if you need to make changes to your account. You can also view additional product information online at [oldnational.com](http://oldnational.com).

**Please note that any features and benefits previously available with your CapStar Bank accounts that are not outlined in this Quick Guide are no longer available with your Old National accounts.** See the Account Transition Guide that follows to learn more about the features and benefits of your Old National account. Refer to page 22 to review the Deposit Account Fee Schedule for Old National accounts. This information is effective as of the close of business on Friday, July 12.

# ACCOUNT FEATURES & BENEFITS



To get the full value of your Old National accounts, take advantage of these features where available:



**Mastercard® Business Debit Card<sup>1</sup>** | Enhanced Debit Mastercard® that doubles as an ATM card and offers great features, including Contactless Pay, 24/7 fraud protection and other exclusive benefits.



**Digital Wallet** | Pay on the go. Add your Old National Debit Mastercard® to a digital wallet for a new, easier way to make purchases at participating stores and apps Apple Pay®, Google Pay™ and Samsung Pay®<sup>2</sup>.



**Allpoint® ATM Network** | Provides surcharge-free access<sup>3</sup> to 55,000 worldwide locations found at popular retailers near you, such as Target, Walgreens, CVS, Costco and many more.



**Automated Fraud Monitoring** | With your ONB debit card you will automatically receive near real-time text alerts, email or phone call to verify suspicious activity on your Old National Debit Mastercard®. Based on your response, we can immediately shut down your card if necessary.



**Digital Deposits: Mobile<sup>4</sup> & ATM** | With the ONPointe Mobile app, Old National Mobile app and Old National ATMs, you can make deposits when and where it's convenient for you.



**Online Bill Pay** | Allows you to pay bills easily. You set up who you want to pay, when and how much. The payment is deducted from your checking account and sent to the payee for you.



**eStatements** | Reduce paper clutter, lower your exposure to identity theft and get organized. You can view, download and print eStatements.

<sup>1</sup>Subject to account review. Not available with all account types. Mastercard and the Mastercard Brand Mark are registered trademarks of Mastercard International Incorporated. All other brand and product names are property of their respective owners. <sup>2</sup>Apple Pay® is not available at all retailers. Apple Pay is a trademark of Apple Inc. Samsung Pay® is a trademark or registered trademark of Samsung Electronics Co., Ltd. Samsung Pay is available on select Samsung devices. Google Pay™ is a trademark of Google, LLC. <sup>3</sup>Access to Allpoint® ATMs is surcharge-free for all Old National debit cards except for Home Equity Access cards, for which we charge a \$3 Foreign ATM Fee. <sup>4</sup>Not all accounts or customers are eligible for Mobile Deposit. Deposits subject to verification and may not be available for immediate withdrawal. See Terms in App for deposit limits and other restrictions. Use of Mobile Banking may result in charges associated with data usage on your phone. Check with your wireless carrier for more information.

## Business Checking

Review the Account Transition Guide that follows to find out which accounts you will have at Old National following the conversion and learn more about some of the features of your new Old National accounts. The account benefits, service charges and fees outlined in this section are effective as of the close of business on Friday, July 12, 2024.

Review the Deposit Account Fee Schedule for more information on fees. Some fees may be waived depending on your account type; see the Account Transition Guide that follows for details. For interest-bearing accounts, you can call our Client Care team at 800-731-2265 to get current rate information.

These CapStar Bank Products:	Will Become These Old National Products:
<ul style="list-style-type: none"> <li>• <b>Silver Star Checking</b></li> <li>• <b>Commercial Investment Account</b></li> <li>• <b>Master Escrow</b></li> <li>• <b>Business Cares Checking</b></li> <li>• <b>Small Business Now</b></li> </ul>	<p><b>Basic Business Interest Checking<sup>1</sup></b></p> <ul style="list-style-type: none"> <li>• Earn a tiered interest rate paid monthly on balances of up to \$9,999.99 / \$10,000 and up</li> <li>• A monthly service charge of \$10 will be imposed if one of the requirements below are not met each statement cycle               <ul style="list-style-type: none"> <li>• A daily balance of \$2,500 or more is maintained in this account, OR</li> <li>• A combined daily balance of \$10,000 or more is maintained in other related checking, savings or money market deposit accounts (“MMDA”) with similar ownership.</li> </ul> </li> <li>• Up to 150 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)</li> <li>• Includes up to \$25,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Business 500 Checking</b></li> <li>• <b>IOLTA</b></li> <li>• <b>President’s Choice Business</b></li> </ul>	<p><b>Business Partner Interest Checking<sup>1</sup></b></p> <ul style="list-style-type: none"> <li>• Earn a tiered-interest rate compounded and paid monthly on balances of up to \$2,499.99 / \$2,500-\$9,999.99 / \$10,000-\$24,999.99 / \$25,000-\$49,999.99 / \$50,000-\$99,999.99 / \$100,000-\$249,999.99 / \$250,000 and up</li> <li>• A monthly service charge of \$20 will be imposed if one of the requirements below are not met each statement cycle               <ul style="list-style-type: none"> <li>• A daily balance of \$10,000 or more is maintained in this account, OR</li> <li>• A combined daily balance of \$20,000 or more is maintained in other related checking, savings or money market deposit accounts (“MMDA”) with similar ownership.</li> </ul> </li> <li>• Applicable monthly service charges for this product type are waived for IOLTA clients</li> <li>• Up to 300 free items per month included; otherwise, a per item fee of \$0.50 applies (includes debits, credits, deposited items, POS and ACH items)</li> <li>• Includes up to \$25,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100</li> </ul>
<ul style="list-style-type: none"> <li>• <b>Business Checking</b></li> <li>• <b>Commercial Checking</b></li> <li>• <b>Cornerstone Checking 300</b></li> <li>• <b>Cornerstone Checking 300 Plus</b></li> </ul>	<p><b>Small Business Checking</b></p> <ul style="list-style-type: none"> <li>• A monthly service charge of \$20 will be waived when a daily balance of \$5,000 or more is maintained in this account each statement cycle.</li> <li>• Up to 350 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)</li> <li>• Includes up to \$15,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100</li> <li>• A monthly statement fee of \$3 is waived when you sign up for eStatements</li> <li>• Enroll in two qualifying Treasury Management Services and save \$10 per month<sup>2</sup></li> </ul>



**These CapStar Bank Products:**

**Will Become These Old National Products:**

• **Cornerstone 500**

**Deluxe Business Checking**

- A monthly service charge of \$50 will be waived when a daily balance of \$50,000 or more is maintained in this account each statement cycle.
- Up to 500 items per month included, otherwise a \$1.00 per item fee applies (includes debits, credits, deposited items, POS and ACH items)
- Includes up to \$15,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100
- A monthly statement fee of \$3 is waived when you sign up for eStatements
- Optional Treasury Management Services Bundle (+\$75 monthly):
  - Info Reporting for up to 5 accounts (\$3 each over 5)
  - ACH Positive Pay for 1 account (\$20 each for additional accounts)
  - Reverse Check Positive Pay (1 account then \$15 each OR \$15 off first full Check Positive Pay account)
  - Wire Transfer Module
  - ACH Payments Module including first 50 items (then \$0.35 each)
  - Remote Deposit Capture

- **Business Star Rewards Checking**
- **Construction Checking**
- **Cornerstone Checking 150**
- **Small Business Checking**

**Free Business Checking**

- No monthly service charge and no minimum balance requirement
- Up to 200 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)
- Includes up to \$15,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100

• **Non-Profit Checking**

**Non-Profit Checking**

- No monthly service charge and no minimum balance requirement
- Up to 500 items per month included, otherwise a \$0.25 per item fee applies (includes debits, credits, deposited items, POS and ACH items)

<sup>1</sup>For interest-bearing accounts, the interest rate and annual percentage yield may change. At our discretion we may change the interest rate on the account periodically. Interest begins to accrue no later than the business day we receive credit (collected funds) for the deposit of non-cash items (for example: checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest. Interest rates and APYs may, under certain market conditions, remain the same across all balance tiers. Fees may reduce earnings. To learn more about interest rates and APYs applicable to interest bearing accounts and other account fees, contact the Client Care team at 800-731-2265. <sup>2</sup>\$10 savings per month is applied as a credit towards total fees for Treasury Management Services.

**These CapStar Bank Products:****Will Become These Old National Products:****• Non-Profit Now****Non-Profit Interest Checking<sup>1</sup>**

- Earn a tiered interest rate paid monthly on balances of up to \$9,999.99 / \$10,000 and up
- A monthly service charge of \$15 will be waived when a daily balance of \$2,500 or more is maintained in this account each statement cycle.
- Up to 250 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)
- Includes up to \$10,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100
- A monthly statement fee of \$3 is waived when you sign up for eStatements

**• Corporate Analysis Checking****Business Analysis Checking**

- \$30 monthly account maintenance fee (additional analysis fees apply)
- Reduce the net fees in your analysis accounts by combining them and offsetting them against the total earnings credit<sup>3</sup>

**• Passport Checking****Corporate Analysis Checking**

- \$50 monthly account maintenance fee (additional analysis fees apply)
- Reduce the net fees in your analysis accounts by combining them and offsetting them against the total earnings credit<sup>3</sup>
- A monthly statement fee of \$3 is waived when you sign up for eStatements

**• PF Passport Checking****Public Funds Basic Checking**

- A monthly service charge of \$10 will be imposed if one of the requirements below are not met each statement cycle
  - A daily balance of \$2,500 or more is maintained in this account, OR
  - A combined daily balance of \$10,000 or more is maintained in other related checking, savings or money market deposit accounts (“MMDA”) with similar ownership.
- Up to 150 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)

**• PF Passport Interest Checking****Public Funds Interest Checking<sup>1</sup>**

- Earn a tiered interest rate paid monthly on balances of up to \$9,999.99 / \$10,000 and up
- A monthly service charge of \$10 will be imposed if one of the requirements below are not met each statement cycle
  - A daily balance of \$2,500 or more is maintained in this account, OR
  - A combined daily balance of \$10,000 or more is maintained in other related checking, savings or money market deposit accounts (“MMDA”) with similar ownership.
- Up to 150 items per month included, otherwise a \$0.50 per item fee applies (includes debits, credits, deposited items, POS and ACH items)

**• State and Political Checking****Public Funds Analysis Checking**

- \$50 monthly account maintenance fee (additional analysis fees apply)
- Reduce the net fees in your analysis accounts by combining them and offsetting them against the total earnings credit<sup>3</sup>

<sup>1</sup>For interest-bearing accounts, the interest rate and annual percentage yield may change. At our discretion we may change the interest rate on the account periodically. Interest begins to accrue no later than the business day we receive credit (collected funds) for the deposit of non-cash items (for example: checks). Interest will be compounded monthly and will be credited to the account monthly. If the account is closed before interest is credited, you will not receive the accrued interest. Interest rates and APYs may, under certain market conditions, remain the same across all balance tiers. Fees may reduce earnings. To learn more about interest rates and APYs applicable to interest bearing accounts and other account fees, contact Client Care team at 800-731-2265. <sup>2</sup>\$10 savings per month is applied as a credit towards total fees for Treasury Management Services. <sup>3</sup>Accounts that can be combined include Corporate Analysis Checking, Business Analysis Checking, Non Profit Interest Checking, Public Funds Analysis Checking and Public Funds Interest Checking. Additional product combinations may be available for offsetting purposes. Contact Treasury Management Client Services at 800-844-1720.

## Business Savings

Review the Account Transition Guide below to find out which accounts you will have at Old National following the conversion and learn more about some of the features of your new Old National accounts. The account benefits, service charges and fees outlined at right are effective as of the close of business on July 12, 2024.

Review the Deposit Account Fee Schedule on page 22 for more information on fees. Some fees may be waived depending on your account type; see the Account Transition Guide that follows for details. For interest-bearing accounts, you can call our Client Care team at 800-731-2265 to get current rate information.



### These CapStar Bank Products:

- **Business Savings**

- **Business Money Market**
- **Business Relationship Savings**
- **CapStar Business Money Market**
- **CapStar Index Plus MMA**
- **Course Charter for Business**
- **Custom Gold Star Money Market**
- **Escrow Services MMKT**
- **Gold Star Commercial MMKT**
- **President's Business Choice**

- **Public Funds Money Mkt**

### Will Become These Old National Products:

#### **Business Savings<sup>1</sup>**

- Earn a tiered-interest rate compounded and paid quarterly on balances of up to \$9,999.99 / \$10,000 and up
- No monthly service charge with \$500 minimum daily balance each statement cycle; otherwise, a \$5 monthly service charge applies plus a fee of \$1 for each debit item in excess of 3 per month
- Includes up to \$25,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100
- Up to 50 deposited items per month; otherwise, a per item fee of \$0.20 applies

#### **Business Market Monitor<sup>1</sup>**

- Earn a tiered-interest rate paid monthly on balances of up to \$9,999.99 / \$10,000-\$19,999.99 / \$20,000-\$49,999.99 / \$50,000-\$99,999.99 / \$100,000-\$499,999.99 / \$500,000-\$999,999.99 / \$1,000,000 and up
- No monthly service charge with \$5,000 minimum daily balance, otherwise \$15 charge applies
- Up to 50 deposited items per month included; otherwise, a \$0.20 per item fee applies
- Includes up to \$25,000 in cash and currency deposited each month at no cost; otherwise, \$0.15 per 100

#### **Public Funds Market Monitor<sup>1</sup>**

- Earn a tiered-interest rate paid monthly on balances of up to \$9,999.99 / \$10,000-\$19,999.99 / \$20,000-\$49,999.99 / \$50,000-\$99,999.99 / \$100,000-\$499,999.99 / \$500,000-\$999,999.99 / \$1,000,000 and up
- No monthly service charge with \$5,000 minimum daily balance; otherwise, \$15 charge applies
- Up to 50 deposited items per month; otherwise, a per item fee of \$0.20 applies

<sup>1</sup>For interest-bearing accounts, the interest rate and annual percentage yield may change. At our discretion we may change the interest rate on the account based on current market trends. Interest begins to accrue no later than the business day we receive credit (collected funds) for the deposit of non-cash items (for example: checks). You will not receive the accrued interest if you close the account before the interest is credited. Interest rates and APYs may, under certain market conditions, remain the same across all balance tiers. Fees may reduce earnings. To learn more about interest rates and APYs applicable to interest bearing accounts and other account fees, contact the Client Care team at 800-731-2265.

# Deposit Account Fees

The chart below shows additional fees associated with Old National Bank accounts and services effective as of the close of business on Friday, July 12, 2024. Some fees may be waived, depending on your account type; refer to the preceding Account Transition Guide for details. Business clients please call our Client Care team at **800-731-2265** and Treasury Management clients can reach out to their Treasury Management Officer or Client Services at **800-844-1720**.

## ACCOUNT FEES

Customer Checkbook Balancing.....	\$15 per hour (1 hour min)
Account Early Closing .....	\$25 if closed within 180 days of original account opening
Daily Overdraft.....	If your account is overdrawn 7 or more consecutive business days, we will charge a \$7 Daily Overdraft fee each business day the account is overdrawn by more than \$25
Deposit Special Handling .....	\$25 per month per account
Dormant .....	\$5 per month
Paid NSF or Overdraft Item* .....	\$36 per item max of 2 per day when overdrawn by more than \$25
Overdraft Protection Transfer (on Business Analysis Product Types Only) .....	\$5 per transfer
Redeposited Item (Double Presentment) .....	\$6 per item
Research.....	\$25 per hour (1 hour minimum)
Researched Items .....	\$5 per copy
Return Deposited Item.....	\$11 per item
Return Item Handling Instructions.....	\$10 per month per instruction
Return Mail .....	\$10 if undeliverable after 60 days
Statement Special Cutoff .....	\$5 per cutoff
Statement Special Handling.....	\$5 per month
Stop Payment.....	\$38 per item
Temporary Checks.....	\$1 per check

## OFFICIAL CHECKS

Money Order.....	\$3
Cashier's Check.....	\$6

## IRA FEES

External Transfer Fee .....	\$25 at withdrawal
-----------------------------	--------------------

## CURRENCY & COIN FEES

Rolled Coin Purchase.....	\$0.13 per roll
Strapped Currency Purchase .....	\$0.65 per strap
Deposited Currency and Coin Fee above the account threshold on business accounts	
For non-analysis accounts .....	\$0.15 per \$100*
For analysis accounts .....	\$0.17 per \$100*

\*See the business checking and savings pages for product thresholds.

## CHECK COLLECTION & CONVERSION FEES

Domestic Check Collection.....	\$25 per check*
International Check Collection.....	\$68 per check*
International Check Conversion.....	\$12 per check*
International Return Check.....	Fees assessed by other banks

\*Plus additional fees assessed by other banks.

## WIRE TRANSFER FEES

Incoming Domestic or International.....	\$16 per transaction
Outgoing Domestic .....	\$30 per transaction
Outgoing International (US dollars or Foreign Currency).....	\$50 per transaction

### Auto-Conversion:

Old National Bank converts USD denominated international wire transfers under \$75,000 to the currency of the beneficiary's destination account. Qualifying payments are converted to and paid out in the appropriate foreign currency. The auto-convert service will scan USD denominated payments remitted by Old National Bank clients to determine if they are eligible, or ineligible, for this automatic conversion. Amounts under \$500 and to/from certain countries will not be automatically converted. Auto-Conversion on cross-border payments, by banks other than the beneficiary's bank, is a generally accepted practice worldwide.

### Beneficiary Deduction:

Intermediary banks that process international USD payments charge a fee to cover their processing costs. These fees are known as Beneficiary Deduction or "Bene Deduct" fees and are in addition to the wire transfer initiation fee. Old National Bank through its correspondent bank automatically applies a beneficiary deduction fee to outgoing International USD payments.

### Beneficiary Deduction Fees Schedule:

Wire Amount	Beneficiary Deduction Fee
\$200 - \$2,000 .....	\$10
> \$2,000 - \$20,000 .....	\$20
> \$20,000+.....	\$30

## ATM & DEBIT CARD FEES

International ATM/Debit Card Transaction.....	3% of transaction
ATM Foreign Withdrawal (Foreign ATM Fee*).....	\$3 per withdrawal

\*A Foreign ATM Fee is charged when you use a non-Old National ATM. We do not charge the Foreign ATM Fee when you use Allpoint® ATMs, unless you use a Home Equity Access card.

## Old National at a Glance

**A Top 30 U.S. Bank | \$53 Billion in Assets<sup>1</sup> | An SBA Preferred Lender**



Since its founding in 1834, Old National has focused on community banking by building long-term, highly valued partnerships with clients.

We are a full-service financial services company providing Personal and Commercial Banking along with comprehensive Wealth Management services for individuals and institutions.

With dual headquarters in Evansville, Indiana, and Chicago, Illinois, Old National has more than 280 banking centers serving the Midwest.

### **DIVERSITY & INCLUSION**

Diversity matters at Old National. We strive to be a diverse and inclusive company where differences of thought, race, gender, age and other diverse backgrounds are valued and embraced.

### **CORPORATE CITIZENSHIP**

For nearly 200 years, Old National has focused on strengthening the communities we serve through team member volunteerism, corporate sponsorships, charitable giving, and financial education and literacy initiatives. This commitment to community helps define our mission and vision as a community bank.

### **TOP-TIER COMMERCIAL BANKING**

Our broad suite of Commercial Banking services includes everything you need to help your business succeed:

- Financing & Credit, including Industry-Specialized Lending
- Banking & Credit Cards
- Treasury Management
- Capital Markets, including Foreign Exchange Services
- Merchant Services
- Wealth Management

[oldnational.com](https://oldnational.com) | **NASDAQ: ONB**

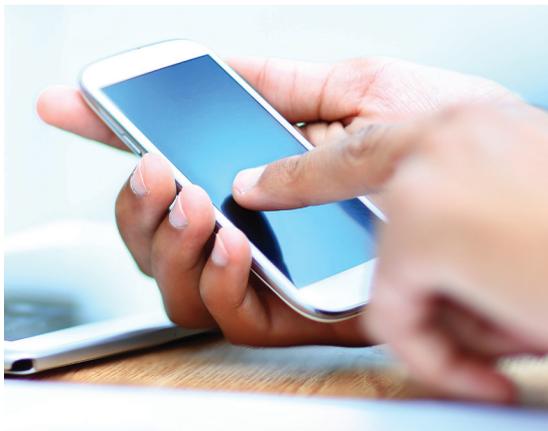
<sup>1</sup>Including CapStar Financial Holdings, Inc, on a pro forma basis as of December 31, 2023.



# OLD NATIONAL<sup>®</sup>

## **YOUR BANK. FOR EVERY FINANCIAL NEED.**

This guide introduces you to some of our products and services, but it's only the beginning. Our family of companies includes Old National Bank, Old National Investments and Old National Wealth Management. For every aspect of your financial life, from personal to business, we're here to help.



## **Get the Latest.**

### **Business**

[oldnational.com/capstar](http://oldnational.com/capstar)  
800-731-2265

### **Treasury Management**

[oldnational.com/capstar-tm](http://oldnational.com/capstar-tm)  
800-844-1720





# **Deposit Account Agreement and Disclosure**

EFFECTIVE AUGUST 1, 2023

**BUSINESS ACCOUNTS**

**Questions?**

800-731-2265 | [oldnational.com](https://oldnational.com)

# Table of Contents

<b>SECTION 1: DEFINITIONS</b>		<b>5</b>
<b>SECTION 2: GENERAL TERMS APPLICABLE TO ALL BUSINESS ACCOUNTS</b>		<b>5</b>
2.1	Applicable Law and Rules Governing Your Account .....	5
2.2	Fee Schedules and Disclosures .....	5
2.3	Changes to the Agreement .....	5
2.4	Communications with You, Including Electronic Communications .....	5
2.5	Restricting Your Account; Blocking or Delaying Transactions .....	6
2.6	Indemnity and Limits of Our Liability .....	6
2.7	Insurance .....	6
2.8	Compliance with Laws .....	6
2.9	Legal Proceedings Involving an Account .....	6
2.10	Security Interest and Our Right to Setoff .....	7
2.11	Death or Incompetence .....	7
2.12	Dormant and Abandoned Accounts .....	7
2.13	Closing the Account .....	7
2.14	FDIC Insurance Coverage for Accounts .....	7
2.15	Sub-Accounts Related to Checking Accounts .....	8
2.16	Waiver or Delay of Rights; Severability .....	8
2.17	Section Headings .....	8
<b>SECTION 3: ACCOUNT OWNERSHIP</b>		<b>8</b>
3.1	Identifying Our Clients at Account Opening .....	8
3.2	Taxpayer Identification Number; Backup Withholding .....	8
3.3	Verifying Client Information .....	8
3.4	Cash Transaction Reporting .....	8
3.5	Account Ownership; Persons Permitted to Transact on the Account .....	8
3.6	Business Purpose Account .....	9
3.7	Disputed Ownership .....	9
3.8	Non-Transferability of an Account .....	9
3.9	Client Information; Records .....	10
3.10	Account Notices; Change of Address .....	10
<b>SECTION 4: DEPOSITS AND WITHDRAWALS</b>		<b>10</b>
4.1	Deposits to Your Old National Account .....	10
4.2	Withdrawals from Your Old National Account .....	10
4.3	Endorsements .....	10
4.4	Deposit Reconciliation .....	10
4.5	Reporting Errors and Unauthorized Transactions .....	11
4.6	Prior Notice of Withdrawal May Be Required for Interest-Bearing Accounts .....	11
4.7	Stop Payment Orders .....	11
4.8	Return Deposited Items (Chargebacks) .....	11
4.9	Remotely Created Checks (Demand Drafts) .....	11
4.10	Check Cashing .....	11
4.11	Facsimile Signatures and Signature Devices .....	11
4.12	Checks and Forms .....	12
4.13	Postdated, Stale, and Conditional Checks .....	12
4.14	Signature Requirements .....	12
4.15	Statements .....	12
4.16	Substitute Checks .....	12
4.17	Internal Controls; Lost Checks or Devices .....	12
<b>SECTION 5: OVERDRAFTS, TRANSACTION PROCESSING ORDER, AND WHEN FEES ARE CHARGED</b>		<b>13</b>
5.1	How Overdrafts Can Happen .....	13
5.2	Your Available Balance and the Impact of Pending Transactions and Holds .....	13
5.3	How We Process (Post) Transactions to Your Account .....	13
5.4	Your Responsibility if Your Account is Overdrawn; Fees Charged .....	14
5.5	Overdraft Courtesy Policy .....	14
<b>SECTION 6: FUNDS AVAILABILITY POLICY</b>		<b>14</b>
6.1	Same-Day Availability .....	14

6.2	Next-Day Availability.....	14
6.3	Determining the Availability of a Deposit.....	15
6.4	Longer Delays May Apply.....	15
6.5	Special Rules for New Accounts.....	15

**SECTION 7: ELECTRONIC FUNDS TRANSFERS 15**

7.1	Types of Electronic Funds Transfers.....	15
7.2	Operating Rules.....	15
7.3	Legal Compliance.....	16
7.4	Fees.....	16
7.5	Online Banking and Mobile Banking.....	16
7.6	Credits; Provisional Payments.....	16
7.7	Processing Electronic Funds Transfers.....	16
7.8	Authorization.....	16
7.9	Payment.....	16
7.10	How to Stop Payment on Certain Electronic Funds Transfers.....	16
7.11	ACH Entries; Returns.....	16

**SECTION 8: WIRE TRANSFERS 16**

8.1	Governing Rules; Defined Terms.....	16
8.2	Security Procedures.....	17
8.3	Submitting Payment Orders.....	17
8.4	Processing Payment Orders.....	17
8.5	Agreement to Pay; Provisional Credit.....	17
8.6	Transfers in Foreign Currency.....	17
8.7	Cancellation or Amendment.....	17
8.8	Reliance on Identifying Number.....	17
8.9	Rejection of Payment Orders.....	17
8.10	Notice of Errors; Limitation of Liability.....	18

**SECTION 9: ATM AND DEBIT CARD TERMS 18**

9.1	Who Owns the Card for Your Account.....	18
9.2	Cardholders.....	18
9.3	Your Agreement to Pay.....	18
9.4	How You Can Use Your Card.....	18
9.5	Using Your Card and PIN and Your Responsibility to Keep Them Safe.....	18
9.6	Representations and Warranties.....	18
9.7	Our Authorization to Debit or Credit Your Account.....	18
9.8	Using the Card at ATMs.....	19
9.9	Card Transaction Limits.....	19
9.10	When You May be Charged Fees.....	19
9.11	ATM Deposits.....	19
9.12	Purchase Transactions.....	19
9.13	How We Handle Authorization Holds.....	19
9.14	Limits on Using Your Card and How Overdrafts Can Occur.....	19
9.15	How We Process Refunds on Card Purchases.....	19
9.16	Digital Wallets.....	19
9.17	International Transactions.....	19
9.18	Termination of Card Services.....	19

**SECTION 10: ARBITRATION AGREEMENT 20**

10.1	How to Resolve a Formal Dispute.....	20
10.2	Disputes Subject to Arbitration.....	20
10.3	Class Action and Jury Trial Waiver.....	20
10.4	Arbitration Procedure.....	20
10.5	Costs of Arbitration.....	20
10.6	Severability.....	20
10.7	Survival.....	21

**ARBITRATION DISCLOSURE:** This Agreement contains an arbitration provision under which you and Old National agree that any dispute under this Agreement or related to your Account or our relationship with you will be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court.

# welcome

## **Thank You for Choosing Old National Bank**

**This document is important. Please read it and keep it.**

Thank you for choosing Old National Bank to serve your financial needs. This Deposit Account Agreement and Disclosure explains the terms and conditions of your business Accounts and your Old National Bank ATM Card or debit Mastercard®. This Deposit Account Agreement and Disclosure, along with your fee schedule, signature card, deposit rate sheet, Account disclosures and any other account opening documents and disclosures, together, create the contract that governs your Account and your deposit relationship with Old National Bank (collectively, the “Agreement”). This Agreement replaces all previous versions of the Deposit Account Agreement and Disclosure. We recommend you keep a copy of this Agreement, and any information we provide you regarding changes to the Agreement, available for reference. If you use other Old National Bank services related to your Account, they will be governed by this Agreement and the terms and conditions provided to you when you enroll in those services. If another specific agreement conflicts with this Agreement, then the more specific agreement will govern. If this Agreement conflicts with something said by one of our employees or in our marketing material, this Agreement will govern.

In this Agreement, the words “you” and “your” mean the sole proprietorship or other legal entity that owns the Account or anyone authorized to use the Account. The words “we”, “us”, “our”, “Old National” and “Bank” mean Old National Bank. By submitting an Account application, executing a signature card or using any of our deposit Account services (including electronic submission, execution, and use), you agree to be bound by this Agreement. We agree to follow this Agreement too. Be sure that you and your Authorized Representatives understand this Agreement for each of your Accounts.



## SECTION 1: DEFINITIONS

### Words to Be Familiar With

Certain words in this Agreement have specific defined meanings and are capitalized when they are used.

**Account:** Any deposit account you have with us for business purposes that is governed by this Agreement, including all checking accounts, savings accounts and money market accounts.

**Applicable Law:** The laws, rules and regulations that apply to your Account, as further described in Section 2.1 (Applicable Law and Rules Governing Your Account) and Section 7.2 (Operating Rules).

**ATM:** An automated teller machine terminal that accepts a Card to perform transactions regarding your Account.

**Available Balance:** The amount of money you have in your Account that is available for you to use, which is updated throughout the Business Day. For more information, please see Section 5.2 (Your Available Balance and the Impact of Pending Transactions and Holds) and Section 6 (Funds Availability Policy).

**Business Day:** Every day is a business day except Saturday, Sunday and federal holidays.

**Card:** This includes every type of non-consumer debit card and ATM card issued by the Bank.

**Collected Balance:** The balance that reflects deposits you have made for which we have actually received credit. For example, when we collect the funds from checks you deposit that are drawn on another bank, your Collected Balance will increase.

**Hold:** When funds are present in your Account but not available for withdrawal. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold. For more information about some of the situations where funds may be subject to a Hold, please see Section 2.5 (Restricting Your Account; Blocking or Delaying Transactions), Section 2.9 (Legal Proceedings Involving an Account), Section 5.2 (Your Available Balance and the Impact of Pending Transactions and Holds), Section 6 (Funds Availability Policy), and Section 9.13 (How We Handle Authorization Holds).

**Item:** This is an order, instruction, or authorization to credit or debit an Account. Examples may include checks, drafts, in-person withdrawals or transfers, fees, service charges, Card transactions including purchases, preauthorized electronic funds transfers, digital debit Card payments, ATM withdrawals, Automated Clearing House (“ACH”) entries, telephone transfers, automatic loan payments, and online banking and mobile banking transactions, including funds transfers and bill payments.

**Ledger Balance:** This is the balance in your Account as determined at the end of each Business Day after adding all credits and subtracting all debits posted to your Account that day. The Ledger Balance is different than the Available Balance in your Account.

**Overdraft:** This is a negative Available Balance in your Account. An Overdraft occurs when your Available Balance is not enough to cover an Item presented against your Account, but we pay it anyway.

**Returned Item:** A check, electronic payment or other Item that is returned unpaid by the Bank because the Available Balance in your Account is less than the amount of the Item.

## SECTION 2: GENERAL TERMS APPLICABLE TO ALL BUSINESS ACCOUNTS

### 2.1. Applicable Law and Rules Governing Your Account

Old National Bank is a national bank with its main office located in Indiana. To the extent allowed by Applicable Law, all actions relating to your Account, including this Agreement, will be governed by federal laws and regulations and the substantive laws of the State of Indiana without regard to the conflict of law provisions thereof. When federal or Indiana law cannot apply, the laws of the state where your Account is located will govern. Your Account is generally considered to be located in the following state:

- If you opened your Account in person, the state of the branch location where you opened your Account;
- If you opened an Account online or through other remote means and your principal place of business was in a U.S. state where we had branch offices at that time, your Account is maintained in that state; or
- If you opened an Account online or through other remote means but your principal place of business was not located in a U.S. state where we had branch offices at that time, your Account is maintained in Indiana; although in some cases we may transfer your Account to another location in the same state or in a different state.

Your Account is also subject to the Uniform Commercial Code as enacted in the State of Indiana (“UCC”) and any agreements entered into by the Bank with other associations or entities that provide clearing and settlement procedures for Items processed by the Bank, including the Federal Reserve and the National Automated Clearing House Association (“NACHA”), all of which are included within the definition of “Applicable Law.”

### 2.2. Fee Schedules and Disclosures

Your Account is subject to the fees described in the disclosures and fee schedule for your Account. Additionally, enrollment in optional services (such as Treasury Management Services) may result in fees. You agree to pay for all fees applicable to your Account and your deposit relationship with us. We may deduct these fees from your Account, even if that makes your balance negative. The fees and pricing information for your Account is subject to change at any time. By default, most fees will be debited from your Account following the calendar month or statement period in which they were incurred, which is referred to as the analysis period. Some or all of these fees may be offset by the earnings credit on your Account, as applicable. Fees for Overdrafts and Returned Items are treated differently and will be charged when they are incurred, as described in Section 5.3.

### 2.3. Changes to the Agreement

Accounts or services can change over time, and we reserve the right to discontinue or make changes to Accounts or services. We may also make changes to this Agreement from time to time, including changing or removing any existing terms or adding new terms to the Agreement. If we make changes to this Agreement, we will provide you notice if required by Applicable Law (including electronically if you have agreed to such delivery method). If you keep the Account open after the effective date of any changes, you will be deemed to have agreed to the changes.

### 2.4. Communications with You, Including Electronic Communications

By opening your Account and keeping it open, you agree that telephone calls and other electronic communications that we have

with you may be monitored and/or recorded. You also give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls and text messages to any phone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones that could result in usage charges to you. You also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. If you give us an email address, you also consent to our contacting you by email. To the extent permitted by Applicable Law, we may deliver communications by electronic means rather than by mail or other means.

### **2.5. Restricting Your Account; Blocking or Delaying Transactions**

You agree that we may limit access to your Account; decline or prevent any or all transactions to or from your Account; refuse, freeze, reverse, Hold or delay any specific withdrawal, payment or transfer of funds to or from your Account; remove funds from your Account to hold them pending investigation; or close your Account, in order to protect you or us or to comply with Applicable Law, including when:

- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding Account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction;
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment with any Applicable Law or with our policies adopted to assure that we comply with Applicable Law; or
- We reasonably believe that doing so is necessary to avoid Losses or reduce risk to us.

We can close your Account and assign and transfer your Account information to a replacement Account number in our sole discretion, including when there is a change in Account ownership or Authorized Representatives or your Account is reported compromised by you or any other owner or Authorized Representative. If we issue you a replacement Account number, this Agreement will continue to apply to that Account.

You agree that we will have no liability for any action we take hereunder and we may take such action without prior notice except where prohibited by Applicable Law. This paragraph and the actions authorized hereunder shall not be construed as obligating us to conduct transaction monitoring or otherwise detect fraudulent activity with respect to your Account.

### **2.6. Indemnity and Limits of Our Liability**

You agree to indemnify us and hold us harmless from any losses, liabilities, claims, costs, damages, or expenses, including reasonable attorney's fees (collectively, "Losses"), related to your, or your Authorized Representative's, use or maintenance of an Account or any services provided under this Agreement, including your breach of this Agreement. If you ask us to follow instructions that we believe might expose the Bank to Losses or create unreasonable risk, we may refuse to follow your instructions or may require a bond or other protection from you. You agree to reimburse and indemnify the Bank for any Losses arising from or related to us following your instructions or declining to act on your instructions that we reasonably believe do not comply with customary banking practices or Applicable Law, or if your

Account becomes involved in legal proceedings or disputes. You agree to reimburse and indemnify us for any Losses we may incur with respect to Overdrafts or Returned Items in connection with your Account.

IN NO EVENT WILL WE BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOST PROFITS OR INCOME, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. We will be responsible and liable only for direct damages caused by our gross negligence or willful misconduct. Notwithstanding the foregoing, for "payment orders" which are governed by and subject to UCC Article 4A, the Bank is liable only for interest losses attributable to the Bank's failure to exercise ordinary care resulting in the failure, delay, or improper execution of any payment order as required by UCC Article 4A, which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period.

We are not liable for a clerical error or oversight, or an honest mistake of judgment, or circumstances beyond our reasonable control. If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. We will not be liable to you for any actions taken pursuant to your instructions or for actions authorized or permitted by the terms of this Agreement, even if such actions cause you to incur Losses. To the extent permitted by Applicable Law, we are not liable to you for errors that do not result in financial loss to you.

We are not liable to you for any Losses caused by events beyond our reasonable control, including if such events prevent or delay us in performing our obligations hereunder. Circumstances beyond our reasonable control include, without limitation, emergency conditions; power failure; natural disasters; acts of God; acts of terrorism; global pandemic; legal constraint or government shutdown; strike or stoppage of labor; the breakdown or failure of our equipment, any communication or transmission facilities, or any mail or courier service; suspension of payments by another bank (including a Federal Reserve Bank); or your acts, omissions, negligence or fault.

### **2.7. Insurance**

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

### **2.8. Compliance with Laws**

You agree to comply with all Applicable Laws, including U.S. economic sanctions and regulations issued by the Office of Foreign Assets Control ("OFAC"). You are prohibited from processing any illegal transactions through your Account or your relationship with us, including those prohibited under the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. 5361 et seq. You agree to reimburse and indemnify us from any Losses we incur due to any U.S. or foreign government entity seizing, freezing, or otherwise asserting or causing us to assert control over any Account or funds in an Account.

### **2.9. Legal Proceedings Involving an Account**

If the Bank receives any process, subpoena, summons, order, injunction, execution, garnishment, distraint, levy, lien or other legal notice that, in the Bank's opinion, affects an Account, we will comply

with or object to such process as we determine in our sole discretion to be appropriate and your use of the Account may become restricted. You may also have rights to contest such legal process on your own behalf under applicable state law. The Bank may, without liability, refuse to honor any Item drawn on your Account and may place a Hold on the Account until the proceeding is disposed of to the Bank's satisfaction. We do not pay interest on funds while they are subject to a Hold due to legal process. If the legal process applies to a CD and funds are turned over to the court or creditor as directed by the legal process, we may charge the applicable early withdrawal penalty. Attachments, garnishments, levies and similar orders are subject to the Bank's security interest and right of setoff in the Account and to any fees charged by the Bank for such legal process. You agree to pay all expenses, including court costs and attorney's fees, incurred by us due to any legal proceeding or dispute affecting or relating to your Account. We may deduct any such expenses from your Account.

### **2.10. Security Interest and Our Right to Setoff**

You grant us a first priority security interest in all of your Accounts for any indebtedness, loans, advances, Overdrafts and any other obligation or liability you owe to us or any of our affiliates, however arising and whether now existing or hereafter created or acquired, whether direct or indirect, primary or secondary, matured or unmatured, and including all costs and expenses including attorney's fees incurred by us or any of our affiliates related to the foregoing (collectively, "Obligations"). Our security interest will be governed by Article 9 of the UCC. We may, without prior notice except where prohibited by Applicable Law, charge your Account for any Obligations without going through any legal process. We will not be liable for the dishonor of any Items when the dishonor occurs because our setoff against an Account results in an insufficient Available Balance to pay the Item(s). We may exercise our right of setoff and security interest without recourse to other collateral, if any, and even if such action causes you to lose interest, have transactions drawn on your Account returned, incur an early withdrawal penalty or any other consequence. In addition to the rights granted herein, we retain all rights of setoff under Applicable Law. You agree to indemnify and hold us harmless from any claim arising from our exercise of our setoff rights.

### **2.11. Death or Incompetence**

You agree to notify us immediately if any person permitted to transact on your Account dies or is declared legally incompetent by a court. We may continue to honor checks and other Items and instructions on the Account from such person until we have knowledge of the death or incompetent status, receive any documentation we request to verify the death or incompetence, and have a reasonable opportunity to act on that information. We may freeze any Account and prohibit or restrict withdrawals and deposits upon being notified of such death or incompetence until all the obligations according to this Agreement and Applicable Law have been met. We are not required to release funds in an Account until we receive any documentation we reasonably request to verify the death or incompetence and determine who is entitled to transact on the Account. We may comply with court orders and take instructions from court-appointed representatives, guardians or conservators from states other than the state where the Account is maintained or the business is located.

### **2.12. Dormant and Abandoned Accounts**

Except where prohibited by applicable state law, we will consider an Account to be dormant if there has been no credit or debit activity initiated by you for a period of: (i) twelve (12) months for checking Accounts (including NOW Accounts), and (ii) thirty-six (36) months for savings and money market Accounts. Subject to applicable state law,

preauthorized and automatic recurring deposits or withdrawals may not be considered credit or debit activity for purposes of determining whether an Account is dormant if established prior to the applicable dormancy periods. We will charge a dormant fee on the Account until it becomes active again or is closed unless prohibited by applicable state law. Please review the fee schedule for your Account for more information on fees. We reserve the right not to send statements on Accounts we consider inactive or dormant.

Each state has laws that govern when deposit accounts are considered abandoned and when we are required to send a depositor's funds to the state as unclaimed property. You agree that your Account will stop earning interest once it is presumed abandoned in accordance with Applicable Law, and we will transfer the Collected Balance of your Account to the state as unclaimed property and have no further liability to you for such funds.

### **2.13. Closing the Account**

You can close your Account at any time for any reason by giving us written notice, provided all fees have been paid and all Items have been paid or collected. We can also close your Account at any time for any reason, and without notice to you unless required by Applicable Law. We may charge you a fee if your Account is closed within 180 days of being opened. We may also charge you a fee if we choose to close your Account because it has a negative balance. See the fee schedule for your Account for details. If your Account is closed before interest is credited, you will not receive the accrued interest. Any Items received after your Account is closed will be returned unpaid. Any withdrawal that reduces the balance in an Account to zero may automatically close that Account. We are not liable for any check, withdrawal or other Item presented after an Account is closed. If your Collected Balance is insufficient to pay fees and any other amounts owed to us, you will continue to be liable to us for such amounts until they are paid in full. We have the right to advise credit bureaus if your Account is closed for misuse and this may be reflected in your credit report. In addition, we reserve the right to change your Account type at any time and will provide prior notice if required by Applicable Law. The provisions of this Agreement which by their nature are intended to be binding after your Account is closed shall remain binding between you and us, including but not limited to indemnification obligations and limitations on liability.

### **2.14. FDIC Insurance Coverage for Accounts**

Products eligible for FDIC insurance coverage include checking, savings, and money market Accounts and CDs. Products not eligible for FDIC insurance coverage include mutual funds, stocks, bonds, repurchase agreements, and investments purchased through an insured bank. Funds that are swept from an Account that is eligible for insurance into an Account that is not eligible for insurance are not insured by the FDIC. For more information about FDIC insurance coverage of Accounts, visit [www.fdic.gov](http://www.fdic.gov).

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example, as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of debit Cards), you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial

owner(s) may face when accessing their FDIC-insured funds in the event the Bank fails. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at [www.fdic.gov/regulations/laws/rules/2000-9200.html](http://www.fdic.gov/regulations/laws/rules/2000-9200.html).

The FDIC has published a guide that describes the process to follow and the information you will need to provide in the event the Bank fails. The guide sets forth the FDIC's expectations for demonstrating eligibility for pass-through deposit insurance coverage for deposit accounts, including those with transactional features. The guide also describes the records you should keep on the beneficial owner(s) of the funds and the format in which to provide the records to the FDIC in the event the Bank fails. The relevant portion of the guide can be accessed on the FDIC's website at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html). You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. In the event the Bank fails and the FDIC is appointed as its receiver, you agree to provide the FDIC with the information described above in the required format within twenty-four (24) hours of the Bank's failure for all Accounts with transactional features and any other Accounts to which you need rapid access. As soon as the FDIC is appointed, a Hold or freeze may be placed on your Account so that the FDIC can conduct the deposit insurance determination. That Hold or freeze will not be released until the FDIC obtains the information required to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the required information to the FDIC may result in a delay in receipt of insured funds by the beneficial owner(s) and legal claims against you from the beneficial owner(s). This Agreement survives after the FDIC is appointed as our receiver, and as a result, the FDIC shall be entitled to enforce the terms of this section.

### **2.15. Sub-Accounts Related to Checking Accounts**

For accounting purposes, each checking Account may consist of two (2) sub-Accounts: a transaction sub-Account to which all financial transactions are posted, and a holding sub-Account into which Available Balances above preset levels are transferred daily. We may transfer funds between these sub-Accounts for our internal accounting records. Both sub-Accounts are treated as a single Account for purposes of your deposits, withdrawals, access and information, tax reporting, fees, FDIC insurance coverage, and payment of interest (if applicable).

### **2.16. Waiver or Delay of Rights; Severability**

We may delay or waive our rights under any provision of this Agreement at any time in our sole discretion. Any delay or waiver of our rights applies only to the specific instance on that occasion and does not affect our future rights in any way. Except as described in the Arbitration Agreement in Section 10.6, if any provision of this Agreement is determined to be unenforceable, invalid or illegal, the provision will nonetheless be enforced to the fullest extent permitted under Applicable Law and the remainder of that provision will no longer be considered part of this Agreement. All other provisions will remain in full force and effect.

### **2.17. Section Headings**

Section headings in this Agreement are for convenience or reference only, and shall not govern the interpretation of any provisions of this Agreement.

## **SECTION 3: ACCOUNT OWNERSHIP**

### **3.1. Identifying Our Clients at Account Opening**

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

To open an Account, you must provide us with certain information and documents that will help us identify the Account owner and Authorized Representatives, including your name, your business name, business address and Taxpayer Identification Number ("TIN"), which is your Employer Identification Number ("EIN") for business entities or Social Security Number ("SSN") for sole proprietorships. You agree that we may seek information about you from third parties to confirm your identity and for other Account-related purposes. We may also ask for documents to verify your business existence, such as a certificate of good standing or similar identifying documents. We will also ask for names, addresses, dates of birth and any other information that will allow us to identify you, your owners, and Authorized Representatives. We may also ask to see your driver's license or other identifying documents. We may, from time to time, require that you provide additional documentation to us to verify your identity, the authority of your Authorized Representatives, the nature and purpose of that relationship and other matters relating to your Account.

### **3.2. Taxpayer Identification Number; Backup Withholding**

You agree to provide us with your TIN (EIN or SSN, as applicable). When you execute and/or provide us an Account opening form or a signature card, resolutions, or other documentation required by the Bank, or otherwise submit an Account application, you certify that the TIN you provided is correct and you are not subject to backup withholding. If you refuse to provide your TIN, we may suspend or terminate your Account. We must report interest payments we make to you of \$10.00 or more in a year to the Internal Revenue Service ("IRS"). Reportable interest payments include dividends, interest and bonus payments. If you do not certify the correct TIN on your Account, we are required to withhold and pay to the IRS a percentage of the interest earned on your Account. This is called backup withholding. We may also be required to begin backup withholding on your Account if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income. If the Account owner is a sole proprietorship, upon your death we must be provided with the estate's, or successor's, TIN or we may either stop paying interest effective on the date of your death or withhold a portion of such interest.

### **3.3. Verifying Client Information**

You agree that we may verify information provided by you by any necessary means, including obtaining and reviewing a credit report from a credit reporting agency.

### **3.4. Cash Transaction Reporting**

All financial institutions must gather and report information on certain types of cash transactions to help law enforcement agencies detect illegal activities. We must refuse to handle a transaction if you do not provide us with the information required to complete the report.

### **3.5. Account Ownership; Persons Permitted to Transact on the Account**

#### **(a) Authorized Representatives**

The forms we may require you to execute when you open an Account include Account resolutions, a signature card and other documents that establish the authority of the persons authorized to access and

transact on your Accounts (“Authorized Representatives”), including any person identified as your agent and any other person acting with actual or apparent authority to transact business on your behalf. You may designate one or more Authorized Representatives to conduct transactions on your behalf. We may refuse to accept an Authorized Representative or require additional information and documents related to your Authorized Representatives at any time. Once you designate an Authorized Representative, that person is authorized to make deposits, withdrawals, give instructions to the Bank, close the Account, sign any agreements or documents relating to the Account and do anything else involving the Account, and you agree to indemnify and hold the Bank harmless from any Losses in connection with any of the foregoing acts by an Authorized Representative. The Bank has no obligation to monitor transactions to determine that they are made on your behalf. You are responsible for all transactions of the Authorized Representatives and for ensuring that all Authorized Representatives have reviewed this Agreement. We may communicate information about your Account to any Authorized Representative, and will view communications from any Authorized Representative as a communication from you.

You may terminate the authorization of an Authorized Representative by notifying the Bank in writing and providing any supporting information or documents that we request. The Bank may continue to honor the transactions and instructions of any Authorized Representative until we receive proper notice and documentation that their authority has been terminated and have had a reasonable opportunity to act on it. Unless otherwise required by Applicable Law, the Bank is not responsible for any Losses incurred in connection with a change in Authorized Representatives: (i) if you fail to timely notify us or provide any documentation that we require; or (ii) before we have had a reasonable opportunity to implement the change in our systems.

#### **(b) Trustee and Other Fiduciary Accounts**

These Accounts are held by one or more people who have been entrusted with the funds and are authorized to act for the benefit of another person, sometimes called the beneficiary, pursuant to a written trust agreement, court order or other authority. We will not advise you as to any legal, regulatory or other fiduciary obligations you may have and we will not monitor in any way your exercise of fiduciary powers and duties. We have no duty or agreement to monitor the application of any assets held for the Account or delivered on your direction to ensure that you are acting for the benefit of the beneficiaries. The relationship between you and the Bank is one of debtor/creditor, not fiduciary, even if the Account is titled as a “fiduciary” Account with that role being played by you. We will not provide periodic statements or annual summaries to anyone other than you, including anyone holding a beneficial interest in the Account, nor will we provide additional information you may be required to provide under Applicable Law or court order, or to any auditor, court or government agency.

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

there is any change to your powers and authorities, provided your authority will change only after we have had a reasonable opportunity to act. If permitted by the statute, governing instrument, court order or other document granting your powers and authorities, you may delegate your powers and authorities, as may be limited by us in our sole discretion, to a third party acting as your agent. We may limit the powers and authorities you may delegate to an agent and we may limit you to only one (1) agent. Any such delegation must be in a form satisfactory to us, indemnify and hold us harmless from and against any actions we have taken or your agent has taken regarding your Account, and be evidenced on our records.

In addition to your indemnification obligations elsewhere in this Agreement, you agree to indemnify and hold us harmless for refusing to pay or release funds when the refusal is based on the failure of the person requesting the withdrawal to provide documents or authorizations requested by us. You also agree to release and indemnify us for any claim arising from: (i) any representation or warranty made to us by you that is, false, incorrect, or incomplete; (ii) any direction given by you or your agent to us for payment or otherwise, or (iii) any participation by us in any breach of fiduciary duty by you or your agent. You agree to pay the expenses, including reasonable attorney’s fees, and costs of enforcing this right of indemnification.

#### **(c) Power of Attorney**

If you wish to appoint an agent to conduct transactions on your behalf, you must have your agent execute the signature card in that capacity and/or provide us with a Power of Attorney (“POA”) in a form we agree to accept. We reserve the right to refuse to honor any POA, and you agree that we are authorized but not required to honor a POA. A durable POA lasts until your death or until the death of the agent. If the POA is not durable, it may be revoked when you become incompetent or upon such other conditions as provided in the POA. We may continue to honor the transactions of the agent until we receive written notice that you have revoked the POA or of the death of the Account owner, and we have had a reasonable opportunity to act on the notice. You agree to hold us harmless for any Losses you may incur as a result of our following instructions given by your agent acting under a POA.

### **3.6. Business Purpose Account**

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

### **3.7. Disputed Ownership**

If the ownership or signing authority on an Account is in dispute for any reason, including but not limited to conflicts between Account owners or a lost or destroyed signature card, the Bank reserves the right to take action, including, but not limited to, instituting legal proceedings; freezing or placing a Hold on the Account until such time as the dispute is resolved to our satisfaction; continuing to rely on our current signature cards and/or Account ownership information in our records; or honoring the competing claim upon receipt of evidence we deem satisfactory in our sole discretion. The Bank will not be liable for actions taken pursuant to this paragraph or for any costs or fees you may incur due to any delay.

### **3.8. Non-Transferability of an Account**

Accounts are non-transferable except as otherwise agreed by the Bank in writing. Any request to change your Account ownership, beneficiaries, agents or other Account information will not be

effective unless the Bank has agreed to the change, received all documentation it requires, and had reasonable time to act upon your request, and we will not be liable for any Losses you may incur related to your requested change before it has taken effect. No sale, transfer, assignment, pledge or similar disposition of funds in any Account will be recognized by the Bank without our prior written approval. You understand that any assignment or pledge of your Account is subject to our prior security interest and right to setoff. The Bank may assign its rights and obligations under this Agreement, including your Account, without your consent.

### **3.9. Client Information; Records**

You agree to notify us immediately if your Account information changes, including your name, address, email address, phone number, or TIN (EIN or SSN). We are authorized to rely on the Account information contained in our records unless and until you notify us that such information has changed. In the event we are unable to produce a record of a document relating to your Account or there is a conflict between your records and our records, you agree that our records will be deemed conclusive.

### **3.10. Account Notices; Change of Address**

All statements, notices and other communications and writings given by the Bank in connection with an Account or this Agreement (collectively, "Notices") shall be deemed given when sent to the address we have on record for the Account or to such address designated by any Account owner or Authorized Representative. If you have agreed to electronic delivery, we may provide Notices to you by email, posting on our website, or such other electronic methods as permitted under Applicable Law. We are not responsible for Notices lost while not in our possession (e.g., lost in the mail or by you after delivery). We may change your mailing address in our records and send Notices to that new address if the U.S. Postal Service or any of its agents tell us that your address has changed. We will charge you a fee if any Notices we send to you are returned as undeliverable; see the fee schedule for your Account for details. In such instances, you agree that we may discontinue sending Notices to you and the information contained in all Notices will be deemed available to you on the date they would have been mailed or otherwise delivered to you and will be binding on you as of the effective date set forth therein. You agree that the procedures described herein are an acceptable method of delivery of Notices to you and you will indemnify and hold us harmless for following these procedures.

## **SECTION 4: DEPOSITS AND WITHDRAWALS**

### **4.1. Deposits to Your Old National Account**

You may make deposits to your Account in person, by mail, night depository, at select ATMs, electronic funds transfer, mobile banking, online banking, direct deposit, or such other deposit methods as we may make available from time to time. Other deposit options are also available through the Bank's Treasury Management Services. The Bank is not liable for deposits sent through the mail or made by night depository until the deposit is actually received, processed and recorded. You agree not to send cash in the mail.

We specifically reserve the right to refuse, limit or return all or any part of your deposit. All Items accepted for deposit or collection are credited to your Account subject to final payment and receipt of proceeds by us. This means that until we have actually received the funds or until such Items become final under Applicable Law, a deposit Item can be returned and charged back to your Account even if this causes your Account to become overdrawn. We can also accept

an Item on a collection basis, which means we will not add funds to your Account until we have actually been paid for the Item (which may take several weeks). We are not liable for any Losses caused by the negligence or failure of our agents, correspondents, or other banks while the Item is in their custody or in transit. We are not responsible for Items lost or delayed in the collection process. If there are special fees for collecting your deposit, you agree to pay them.

If you deposit a check, draft, bond, coupon or other non-cash Item, we have the right to receive payment for it and credit it to your Account before we make the money available to you. This type of deposit is cleared when we present it to the bank on which it is drawn and that bank pays us its value. We may credit a deposit to your Account based solely on the Account number listed on the deposit slip or other instruction, even if the name on the deposit slip or other instruction differs from the name on the Account. If you fail to properly identify the Account into which a deposit is made or intended to be made, you are responsible for any Losses caused by such failure.

### **4.2. Withdrawals from Your Old National Account**

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

### **4.3. Endorsements**

We reserve the right to require your endorsement prior to accepting any check. We may also accept and process any check deposited to your Account without your endorsement and process the check as if you had endorsed it. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. You agree to reimburse us for any Losses we incur as a result of your failure to properly endorse any check. Your endorsement, and the endorsement of any prior endorser, must appear on the back of a check within the first 1-1/2 inches of the trailing edge of the check. The trailing edge is the left side of the check when looking at it from the front. All checks deposited to your Account should be endorsed payable to the order of Old National Bank for deposit only, followed by your signature and Account number. You agree to reimburse and hold us harmless for any Losses resulting from your failure to comply with these endorsement standards, from any illegible endorsements, and from any marks or writing entered on the back of a check that obscured or interfered with a bank's endorsement or caused delays in processing or returning the check.

### **4.4. Deposit Reconciliation**

The amount of your deposit is based on your deposit slip or the amount provided to us when the deposit is made. We may verify the accuracy of your deposit amount, but we reserve the right not to do so in every case. If we determine that the deposit amount is incorrect, we may adjust (credit or debit) your Account for any discrepancy, but we reserve the right not to do so if the discrepancy is less than our standard adjustment amount. We may change our standard adjustment amount from time to time without notice to you. In the event we identify a discrepancy and adjust your Account, the adjustment may not occur on the same Business Day. Adjustments will be reflected on your Account statement and we may also notify you separately.

#### **4.5. Reporting Errors and Unauthorized Transactions**

You agree to carefully examine and reconcile your Account statements. You must notify us in writing of any discrepancies or errors in your statement; failure to receive a scheduled statement; any unauthorized signature, alteration or forgery on your checks; missing or incorrect credits or debits to your Account; fraud or other issues with your Account (collectively, "Errors"), within thirty (30) calendar days after we mail a statement or otherwise make a statement available. You understand that your original checks will not be returned to you with your statement and you agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any Errors. You can notify us of any Errors by calling us at **1-800-731-2265** or writing to us at Old National Bank, P.O. Box 718, One Main Street, Evansville, IN 47705-0718. You agree that we will not be liable for any claims or other Losses related to the Error if: (i) you did not exercise ordinary care in examining your statement; (ii) we did not receive timely notice of the Error; or (iii) the Items were forged, counterfeited or altered in a manner such that a reasonable person could not detect it. In addition, if you fail to report an Error within thirty (30) calendar days as provided herein, we will not be liable to you for any subsequent unauthorized or altered checks initiated by the same person.

Please note the time period in which you must notify us if your statement shows an unauthorized transaction may be shorter and these terms may not apply if the transaction is related to an ACH entry (see Section 7.11 (ACH Entries; Returns)), a wire transfer (see Section 8.10 (Notice of Errors; Limitation of Liability) or the applicable wire agreement or service terms) or any Treasury Management Services (as provided in the applicable services agreement).

The notice requirements and time limits on claims related to Errors as described herein do not apply with respect to any attempt by you or the Bank to collect or seek recourse against other banks, clearing organizations, or other parties, none of which are third party beneficiaries of this Agreement.

For any other Account problem, you must notify us in writing within sixty (60) calendar days after we mail a statement or otherwise make a statement available or you are precluded from asserting against us, and we will not be liable for, the problem.

#### **4.6. Prior Notice of Withdrawal May Be Required for Interest-Bearing Accounts**

Although we usually pay withdrawals or checks without notice, the Bank retains the right to require at least seven (7) calendar days' written notice before any withdrawal of funds that have been deposited into certain interest-bearing checking, savings, or money market Accounts. If we tell you that we require seven (7) calendar days' written notice, we will not pay your funds until the notice period expires.

#### **4.7. Stop Payment Orders**

If you do not want us to pay a check you have issued, you can request us to stop payment of that check. Any Authorized Representative may order us to stop payment on a check and we will charge a fee. See the fee schedule applicable to your Account for details. Your stop payment order must include your Account number, the number and date of your check, the amount, and the name of the payee. We are not responsible for stop payment orders with incorrect or incomplete information.

Our acceptance of a stop payment order will not constitute a representation that the Item has not already been paid or that the Bank has had a reasonable opportunity to act upon the order. Your

stop payment order will take effect only after we receive all required information from you, we verify that the check is unpaid, we record it on your Account, and we have had sufficient time to notify the impacted areas of the Bank (which may take several days), and we will not be liable if we pay the check or for any related Losses you incur before the stop payment order has taken effect. We cannot stop payment on a check we have already cashed or a deposited check where the funds have already been withdrawn. You may not stop payment on money orders issued by the Bank or on official, certified, cashier's, or teller's checks issued by the Bank. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement.

Your stop payment order will be effective for six (6) months, and can be renewed for six (6) more months for an additional fee. We have no obligation to notify you when your stop payment order expires. If you want to release a stop payment order, you must tell us in writing. If the check is presented for payment after a stop payment order expires, we may pay the check. In some cases, we may pay a check even if a stop payment order is in effect. For example, if we or another person or entity becomes a "holder in due course" of a check that you ask us to stop, we may still pay the check.

When you place a stop payment order, you agree to indemnify us for all Losses we incur due to our refusal to pay the Item. You assign to us all rights against the payee or any other holder of the check. You agree to cooperate with us in any legal actions that we may take against these parties. Applicable Law may permit other limitations on our obligation to stop payments. Refer to Section 7 (Electronic Funds Transfers) for how to place a stop payment on electronic payments.

#### **4.8. Return Deposited Items (Chargebacks)**

If we accept any Item for deposit to your Account and it is later returned to the Bank unpaid (a "Chargeback"), we will charge you a fee and debit your Account for the amount of the Chargeback. If a Chargeback causes an Overdraft on your Account, we will also charge you a fee for the Overdraft. See the fee schedule for your Account for details regarding these fees.

#### **4.9. Remotely Created Checks (Demand Drafts)**

If you deposit a demand draft (a check that does not bear the maker's signature) in your Account, you warrant that the maker authorized its creation and you authorize the Bank to process it for payment. At our discretion we may accept the demand draft for deposit, refuse to accept the demand draft or accept it as a conditional deposit until the amount is collected by the Bank, in which case our Funds Availability Policy (see Section 6 of this Agreement) will not apply. You agree to pay all costs incurred by the Bank by depositing the demand draft in your Account. We reserve the right to charge any of your Accounts in the event a warranty claim is made pursuant to Regulation CC relating to a remotely created check that you present to us.

#### **4.10. Check Cashing**

We will not cash checks payable to business Accounts. We may also refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a check, draft or other order for the payment of money drawn on your Account payable to a non-Bank client. If we cash such an Item, we may charge a fee to the non-Bank client and require them to provide us with identification acceptable to us.

#### **4.11. Facsimile Signatures and Signature Devices**

We may honor or refuse to honor checks drawn by means of a Signature Device in our sole discretion. A "Signature Device" includes any automatic check-writing service that operates through the use of

a personal computer, a facsimile signature or stamp, and any other method of affixing a signature on a check by mechanical, digital or other electronic means. You agree that if you utilize a Signature Device, you shall have the sole responsibility for maintaining its security and bear the entire risk of unauthorized use of any such Signature Device whether or not you are negligent. You authorize us to accept and pay any check drawn by means of a Signature Device as though you had signed your own name to such check, even if the Signature Device was used without your authority and regardless of to whom such check is drawn or made payable.

We may require original signatures signed on paper by the person named in the document or we may accept signatures by facsimile, PDF or other electronic means (“Electronic Signatures”) on any documents submitted in connection with your Account. If we accept an Electronic Signature, you agree that we are authorized to rely upon and accept as genuine any such signature without any duty to determine the genuineness thereof or whether or not the affixing of such a signature has been authorized by you or the person whose name is so affixed. You agree that you will bear the risk of any unauthorized Electronic Signature.

In addition to your indemnification obligations elsewhere in this Agreement, you further agree to indemnify and hold us harmless from and against any and all Losses that we may suffer or incur as a result of the unlawful use, unauthorized use or misuse by any person of a Signature Device or Electronic Signature in connection with your Account.

#### **4.12. Checks and Forms**

All checks, withdrawal forms, deposit slips and transfer instructions used in connection with your Account must be on forms obtained through or approved by us. We are not responsible for Losses or delays that result from improper printing on checks or other documents you obtain through someone else. We may refuse to accept for deposit or pay checks we cannot process using our standard equipment.

You agree to protect your checks and other Account forms from theft and unauthorized use, and to notify us immediately if you become aware that any checks or forms are lost or stolen. You are responsible and hold us harmless for any Losses you suffer if: (i) a check you issue or deposit you make is returned, (ii) processing of a check is delayed as a result of any writing or marking that you or a prior endorser place on the front or back of the check, (iii) there is improper printing on a check, (iv) you fail to maintain adequate safeguards against unauthorized use, or (v) you fail to issue checks in a manner so as to prevent unauthorized completion, alteration or addition.

#### **4.13. Postdated, Stale and Conditional Checks**

You agree that when you write a check, you will not date the check in the future (a postdated check). We reserve the right, without prior notice to you, to pay or not pay a postdated check or any check that is dated more than six (6) months in the past (a stale check). You agree that if we pay a postdated check, the check will be posted to your Account on the date we pay the check, even if this is prior to the date written on the check. You further agree that we are not responsible for any Losses to you in paying or refusing to pay any postdated or stale check. You agree that we may return a postdated check to the presenter. If you do not want us to pay a postdated or stale check, you must provide us with a written stop payment order.

We are not required to honor any conditional or restrictive legends on checks you write, including but not limited to terms such as, “Void after 90 Days,” “Paid in Full,” “Two Signatures Required,” “Void Over \$100” or similar statements. You agree that we may disregard

such legends or restrictions and pay the check even if the legend or restriction has not been satisfied, and we will not be liable to you for any Losses that result from a legend or restriction on a check or from our failure to abide by any such legend or restriction.

#### **4.14. Signature Requirements**

You understand and agree that we process Items using high speed automated equipment based on information encoded on such Items. Our procedures provide for inspection of Items including signatures only in certain limited circumstances. You agree that we may pay or return an Item if we follow our procedures and that we have exercised ordinary care if we examine only those checks that we have identified for review based on our internal criteria, as it may be updated from time to time.

We are not required to maintain signature cards for any Account, and regardless of whether we maintain signature cards, in no event shall we be obligated to inspect any Item for the presence or authenticity of any signature, determine whether the signature is authorized, or review the number or combination of signatures on an Item. If you have indicated, including on a signature card, that more than one (1) signature is required on an Item drawn on an Account (for example, a check), this is for your internal convenience only and you authorize us to pay or return the Item through the Account if less than that number of signatures appear on the Item. In either case, we are not responsible or liable to you.

#### **4.15. Statements**

Our records kept in the ordinary course of business shall be presumed to be correct and in the absence of manifest error will be binding and conclusive. We will provide you an Account statement on a periodic basis, generally monthly. Each statement will reflect Account activity posted to your Account prior to the statement cut-off date. Some merchants, utilities and other billers may elect to convert your check into an electronic funds transfer and we will receive electronic information (rather than checks) for payment from other financial institutions. In such case, you will receive information regarding your transaction on your statement, but will not receive your check or an image of the check.

#### **4.16. Substitute Checks**

Banks are permitted to replace original checks with “substitute checks” in order to make check processing faster. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states “this is a legal copy of your check. You can use it the same way you would use the original check.” Some or all of the checks you receive back from us may be substitute checks. We reserve the right to refuse to accept a substitute check created by a person other than a bank that has not yet been transferred by another bank unless we agree otherwise in writing. We may limit or impose conditions on your right to deposit a substitute check at any time. You agree to reimburse us for any Losses we incur as a result of cashing or depositing such an Item and you give us the same warranties and indemnities that we would give under Applicable Law as a reconverting bank.

#### **4.17. Internal Controls; Lost Checks or Devices**

The Bank offers for your convenience and protection various access methods and security procedures (including Cards, access devices, passwords and IDs) by which you can access and obtain information about your Accounts. You agree to institute and maintain reasonable and effective procedures to prevent fraud and unauthorized use of your Accounts and to ensure the security of your checks and check stock, account numbers, security procedures, access devices, access to the

Accounts and your internal procedures, including any fraud protection measures that the Bank makes available through its website or other customer communications. You represent and warrant that you have in place and will enforce effective internal controls to ensure that the Accounts are used by your personnel only when authorized by you. You agree that you are fully responsible for, and release us from all liability for, the release of Account or balance information to, and transactions by, any person who uses any such access device or your Account access information assigned to you to execute transactions or gain such information. You agree to notify us as soon as possible of any known or suspected loss, theft, or unauthorized use of your checks or any Card, code, or access device. Until we have received and have had a reasonable opportunity to act on such notice, we may continue to honor transactions effected in your Account through the use of any such checks, Card, code or access device, unless otherwise provided by Applicable Law.

## SECTION 5: OVERDRAFTS, TRANSACTION PROCESSING ORDER, AND WHEN FEES ARE CHARGED

### 5.1. How Overdrafts Can Happen

An Overdraft occurs when your Available Balance is not enough to cover a transaction, but we pay it anyway. The best way to avoid Overdrafts (and related fees) is to know your Available Balance and consider each transaction, including debit Card transactions or written checks, as reducing your Available Balance immediately.

The Bank is not obligated to pay any Item presented for payment if your Account does not have a sufficient Available Balance. We may either return the Item unpaid, resulting in a Returned Item, or choose to pay the Item, resulting in an Overdraft. If we choose to pay the Item, we will charge you a fee for the Overdraft. For details on these fees, see the fee schedule for your Account. Even if we have paid Overdrafts on your Account in the past, we are not obligated to do so in the future. Our payment of an Item when you do not have a sufficient Available Balance is not an application for credit or approval of an extension of credit.

It is your responsibility to maintain sufficient funds in your Account to cover all of your payments and purchases and your use of the Account. We have services available to help you keep track of your transactions and the money you have spent, including through online banking, mobile banking, and enrolling in Account alerts. We also offer several options that may help you manage times when you are facing an Overdraft situation, including Overdraft Courtesy, which is described in Section 5.5 below.

### 5.2. Your Available Balance and the Impact of Pending Transactions and Holds

Your Available Balance is the amount of money in your Account that is available for you to use, which is updated throughout the Business Day. Your Available Balance will increase when the deposits you make become available for use based on our Funds Availability Policy in Section 6. Your Available Balance will decrease when withdrawals and other debits are posted to your Account. Holds and pending transactions can also reduce your Available Balance, as described below. Your Available Balance is our most current record of the amount of money in your Account, but it only reflects transactions once we become aware of them. It may not include every transaction you have initiated, such as checks you've written that we have not received for payment yet. Only you know what other transactions you have made that will impact your Available Balance.

If you review your Account during the day, you may see some transactions shown as "pending." Pending transactions reduce your Available Balance, but they have not been posted to your Account yet. When a transaction shows up as pending, this is not a guarantee that it will be paid. We may still return a pending transaction unpaid if your Available Balance is not sufficient to pay it during end-of-day processing. When a pending transaction is completed, it will be posted to your Account with all other Items we received that Business Day in the posting order described in Section 5.3 below.

Holds also reduce your Available Balance. When funds in your Account are subject to a Hold, they remain in the Account but are not available to pay other Items or for withdrawal. Holds may be placed on your Account for a variety of reasons; a common example is when you make a purchase with your Card. The merchant will typically ask the Bank to authorize the transaction to ensure that your Account has sufficient funds to pay for your purchase. The Bank then places a Hold on your Account for the transaction amount provided by the merchant, which generally remains in place for three (3) Business Days. The Hold reduces your Available Balance, but the funds are not actually debited from your Account until the transaction settles. As a result, any other transactions paid while the Hold is in effect may cause your Account to be overdrawn and you will be charged a fee if your Available Balance is not sufficient, even if there is money in your Account. We generally do not show Holds or distinguish between available and unavailable funds in your Account balance on statements, so when you review your statement it may appear that you had sufficient funds to pay an Item for which we charged you a fee.

### 5.3. How We Process (Post) Transactions to Your Account

Posting order is the order in which we apply withdrawals, deposits and other transactions to your Account. We receive transactions at different times throughout the Business Day, and some transactions will show up on your Account as pending transactions during the day while others may not. Although we receive Items throughout the day, we generally treat them as if we received all Items at the same time at the end of the Business Day. We look at your Account only once to determine if your Available Balance is sufficient to pay an Item. The posting order is important because it determines which Items may create an Overdraft and how many related fees you incur. You agree that we may choose our posting order regardless of whether additional fees may result. We reserve the right to change our posting order at any time.

It is important to understand that Items are not posted to your Account in the same order in which the transactions occurred. Instead, Items are posted to your Account using automated systems that group transactions into categories based on the Item type. At the end of each Business Day, we process transactions on your Account by starting with the Ledger Balance at the end of the previous Business Day and subtracting from this amount any Holds on your Account. Then, we post credits and debits to your Account generally in the order shown below. An Overdraft is created if your Available Balance is not sufficient to pay for any Item posted to your Account during this process. Please note that the examples provided below are intended to be representative of the most common types of Items within each category, and other Items may be posted to your Account even though not specifically identified on the following page.

### Order of Posting

**FIRST**, we add deposits and other credits to your Account that are received before the applicable cutoff time, including:

- Cash and check deposits, including ATM and Mobile Deposits
- Transfers into your Account such as those made through online or mobile banking
- Direct deposits (ACH)

These Items are posted in order from **highest to lowest dollar amount**.

**SECOND**, we subtract certain fees that were incurred the prior Business Day, specifically:

- Fees for Overdrafts and
- Daily fees for Accounts that remain overdrawn

These Items are posted in order from **lowest to highest dollar amount**.

**THIRD**, we subtract priority debits, which are transactions paid from your Account that are cash or cash-equivalent and cannot be returned. This includes:

- Withdrawals and teller-cashed checks
- Wire transfers
- Transfers between your Old National Accounts such as those made in online or mobile banking
- Zelle payments
- Chargebacks to your Account

These Items are posted in order from **lowest to highest dollar amount**.

**FOURTH**, we subtract debit Card and ATM transactions, including:

- ATM withdrawals
- Purchases with your Card
- Any recurring Card payments, such as insurance premiums or gym memberships

These Items are posted **in the order received**.

**FIFTH**, we subtract ACH debit transactions, including:

- External transfers to and from your accounts at other financial institutions
- Recurring payments made using your routing and account number
- Checks converted to electronic payments
- Online banking bill payments (unless processed as a check)

These Items are posted in order from **lowest to highest dollar amount**.

**SIXTH**, we subtract checks (other than teller-cashed checks, which are posted as priority debits above) in order from **lowest to highest dollar amount**.

**SEVENTH**, we subtract any other Bank-generated fees or charges, such as:

- Monthly service charges and Account maintenance fees
- Paper statement fees

These Items are posted in order from **lowest to highest dollar amount**.

#### 5.4. Your Responsibility if Your Account is Overdrawn; Fees Charged

If your Account becomes overdrawn, you must immediately make a deposit or transfer to return your Account to a positive Available Balance. You agree to reimburse the Bank immediately for the amount of the Overdraft and any associated fees, whether the Overdraft was caused by you or another Authorized Representative on the Account.

You agree to pay a fee for each Item that results in an Overdraft. In addition, you will be charged a daily fee if you fail to return your Account to a positive Available Balance once it is overdrawn. For details on these fees, see the fee schedule for your Account. If you fail to bring your Account to a positive Available Balance, we may close your Account. We may also report you to credit bureaus and make efforts to collect the amount you owe us, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. You authorize us to apply any deposit to your Account to pay the amount of any Overdraft and related fees.

#### 5.5. Overdraft Courtesy Policy

Overdraft Courtesy is an option for certain Accounts that are in good standing. It is not a line of credit. With Overdraft Courtesy, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks, debit Card transactions and automatic bill payments. The Bank's payment of Overdrafts is not guaranteed with Overdraft Courtesy, and it may cease at any time without prior notice or cause. If we pay an Item that overdraws your Account with Overdraft Courtesy, we will charge you a fee for the Overdraft. You also have the option to cancel Overdraft Courtesy and direct the Bank to return Items that would cause an Overdraft. To get more information about Overdraft Courtesy or to change your coverage election, please call our Client Care Center at 1-800-731-2265.

We also offer other services that may help you manage Overdrafts on your Account, including automatically transferring funds from a linked Account or line of credit. Contact our Client Care Center at **1-800-731-2265** or visit our website at **oldnational.com** for details.

### SECTION 6: FUNDS AVAILABILITY POLICY

Our Funds Availability Policy describes when funds deposited to your checking Account will be made available to you. While we generally apply the same policy to deposits you make to your savings Account, please keep in mind that this Funds Availability Policy does not apply to these deposits and we may delay availability of funds from these types of deposits. Checks drawn on a foreign bank and/or payable in a foreign currency are not subject to this Funds Availability Policy and may be subject to Holds.

**6.1. Same-Day Availability.** Electronic direct deposits, cash deposits, wire transfers and other electronic funds transfers will be available on the day we receive the deposit. Funds from checks drawn on Old National Bank will also be available on the day we receive the deposit, if the deposit is made in person to one of our employees or at a Bank ATM. For check deposits, availability of funds may be delayed as described below under "Longer Delays May Apply."

**6.2. Next-Day Availability.** All other checks will generally be available on the first Business Day after the day we receive your deposit. Longer delays may apply in certain circumstances as described below under "Longer Delays May Apply."

#### 6.3. Determining the Availability of a Deposit

Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented for payment from your Account. For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. The deposit cut-off time for a particular banking center is that banking center's closing time. Our ATM deposit cut-off time is 9:00pm CT. If you make a deposit before our cut-off time on a Business Day that

we are open, we will consider that Business Day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a Business Day, we will consider the next Business Day we are open to be the day of your deposit. Funds mailed to us will be considered received on the Business Day they are actually received and processed by us. Funds deposited to a night depository, lockbox or similar facility will be considered received on the Business Day they are removed from such facility and processed. Until we receive the deposit, you bear the risk that deposits will be lost, stolen or destroyed. Please remember that even after the Item has posted, we have made funds available to you, and you have withdrawn the funds, you are still responsible for Items you deposit that are returned to us unpaid and for any other problems involving your deposits.

For other transaction types, the following deposit cut-off times apply:

Transaction Type	Cut-Off Time
Old National ATMs	Monday-Friday: 9:00pm CT / 10:00pm ET
Account Transfers* via Online Banking and Mobile Banking	Monday-Friday: 9:00pm CT / 10:00pm ET
Telephone Transfers	Monday-Friday: 9:00pm CT / 10:00pm ET
Check Deposits via Mobile Banking	Monday-Friday: 8:00pm CT / 9:00pm ET

*\* External transfers (to or from your accounts at other financial institutions) may be subject to different cut-off times, which are disclosed to you in online banking or mobile banking as applicable.*

#### 6.4. Longer Delays May Apply

In some cases, we will not make all the funds that you deposit by check available to you on the first Business Day after the day of your deposit. Funds may not be available until the second Business Day after the day of your deposit. The first \$225 of your deposit, however, will be available on the first Business Day. If we are not going to make all the funds available from your deposit available on the first Business Day after the day of your deposit, we will notify you at the time of your deposit and tell you when the funds will be available. If your deposit is not made directly through one of our employees, or if we decide to take this action after you leave the premises, we will send you the notice no later than the Business Day after we receive your deposit. If you need the funds from a deposit immediately, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,525 on any one (1) day;
- You redeposit a check that has previously been returned unpaid;
- You have overdrawn your Account repeatedly in the last six (6) months;
- An emergency exists, such as an interruption of communications or computer or other equipment facilities, a suspension of payment by another bank, war, weather or an emergency condition beyond our control.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. Funds will generally be available no later than the seventh (7th) Business Day after the day of your deposit.

#### 6.5. Special Rules for New Accounts

If you are a new checking Account customer, the following special rules will apply during the first thirty (30) calendar days your Account is open. Funds from cash, wire transfers, electronic direct deposits and other electronic transfers to your Account will be available on the Business Day on which we receive the deposit. The first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, federal, state and local government checks will be available on the first Business Day after the day of deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. It may take up to the ninth (9th) Business Day after the day of your deposit for the excess over \$5,525 to be available for withdrawal. If your deposit of these checks (other than a U.S. Treasury check) is not made in person through one of our employees, the first \$5,525 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits may not be available until the ninth (9th) Business Day after the day of your deposit.

### SECTION 7: ELECTRONIC FUNDS TRANSFERS

We provide a number of electronic funds transfer services for your Account. "Electronic funds transfer" means any and all transactions on your Account for the electronic payment or receipt of funds, including ACH entries, SWIFT or the use of any other electronic bank or real-time payments system by you or by a third party to make payments to, or receive payment from, your Account. Please read this section carefully because it describes your rights and obligations for electronic funds transfers. You may be required to sign a separate agreement or be given additional disclosures when you enroll in a service. If there is a conflict between the terms of this Agreement and any separate agreement and/or disclosures, the separate agreement and/or disclosures will control to the extent of the conflict. This section does not apply to wire transfers, or to consumer transactions governed by the Electronic Funds Transfer Act and Regulation E. If you have any questions regarding transactions initiated using a card issued by a third party service provider, you must contact the third-party service provider using the contact information provided to you when you received your card.

#### 7.1. Types of Electronic Funds Transfers

Examples of electronic funds transfers include the following:

- Electronic funds transfers initiated by or to third parties (including preauthorized credits, debits, or payments);
- Electronic transfers using your Account number, such as direct deposits or bill payments to third parties;
- ATM transfers;
- Telephone transfers;
- Card transactions, including purchase transactions;
- Online banking transfers; and
- Mobile banking transfers.

#### 7.2. Operating Rules

All electronic funds transfers to or from your Account are subject to all Applicable Laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA, the Electronic Payments Association, and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by us in connection with your transactions (collectively, the "Operating Rules") and the regulations and operating circulars of the Federal Reserve Board, all of which are

included within the definition of “Applicable Law.” Both parties agree to be bound by the Operating Rules where applicable. We are not responsible or liable for any inaccurate or incomplete information received from a payments network.

### **7.3. Legal Compliance**

Without limiting your obligation to comply with Applicable Law generally, you agree to comply with the Operating Rules of any applicable payment network and the regulations and requirements administered by the OFAC and the U.S. Department of the Treasury’s Financial Crimes Enforcement Network including screening your electronic funds transfers for OFAC compliance and to maintain an effective education program within your organization to insure compliance with such regulations and requirements.

### **7.4. Fees**

Certain fees and charges may apply for electronic funds transfers. Please see the fee schedule for your Account and any separate agreement for the applicable electronic funds transfer service for details.

### **7.5. Online Banking and Mobile Banking**

You can use our online banking and mobile banking services to transfer funds between your Accounts and make payments from your Account to third parties. These services can be initiated according to a separate written agreement with the Bank. The terms of this Agreement will continue to apply to such services and in the event of a conflict, the terms of the separate agreement shall control to the extent necessary to resolve such conflict. To enroll in these services, please contact your relationship manager. A detailed description of these services and any applicable security procedures that you and your Authorized Representatives must use to access these services will be provided when you enroll in or begin using these services.

### **7.6. Credits; Provisional Payments**

Your Account statements will serve as notice of electronic funds transfer payments and other credits to your Account; provided, we shall have no liability for any failure or delay in providing such notice. The Bank may, but is not required, to provide any other notice of the receipt of electronic funds transfers. All credits to your Accounts for electronic funds transfers are provisional until the Bank receives final settlement. If we do not receive final settlement or are otherwise required to return the amount of the electronic funds transfer, we are entitled to a refund (through reversal debit or otherwise) of the amount credited to your Account for that electronic funds transfer, together with any associated interest or credit. We may accept or reject an electronic funds transfer debit or credit to your Account pursuant to the terms and any limits of the applicable Operating Rules and other Applicable Law.

### **7.7. Processing Electronic Funds Transfers**

Your ability to originate or receive an electronic funds transfer is limited to the types of electronic funds transfer services offered by the Bank from time to time. You are solely responsible for the contents and accuracy of each payment order to originate an electronic funds transfer sent to us by you or on your behalf by your Authorized Representatives. In the absence of specific written instruction, the Bank will choose the payment network and intermediary banks as necessary to carry out your transfer request. In any request for an electronic funds transfer, the Bank and any bank or intermediary is entitled to rely on the Account number and bank identification number provided to us without any obligation to look at the name of the receiving customer or bank that may also appear on the request for an electronic funds transfer. If the Bank is given written notice of

an error, the Bank will advise you promptly; provided, we shall have no liability for any failure or delay in providing such notice.

### **7.8. Authorization**

You authorize us to debit or credit your Account for any electronic funds transfers to or from your Account that we receive or based upon your request for an electronic funds transfer. Electronic funds transfers must be transmitted to us by you or on your behalf in accordance with the applicable Operating Rules, and our policies and procedures. You are responsible for all electronic funds transfer requests that are authorized by you or submitted by an Authorized Representative on your behalf. Unless you subscribe to one of our services to specifically block or limit electronic funds transfers to your Account, you agree that we may debit or credit your Account upon receipt of any such electronic funds transfer without prior or further notice to you.

### **7.9. Payment**

Unless otherwise agreed by us in writing, you must pay us the amount of the electronic funds transfer request, plus any applicable fees, before the Bank will execute your request. You also agree to pay the amount of any fees or charges assessed by a payment network or other third party.

### **7.10. How To Stop Payment on Certain Electronic Funds Transfers**

You have no right to stop payment on, cancel, or amend any electronic funds transfer instruction after it has been received by us. However, to the extent permitted by Applicable Law, we will use our reasonable efforts to act on your request to cancel any such instruction before we process it, but we will have no liability if we fail to do so. To the extent permitted by Applicable Law, we will also use reasonable efforts to, upon your request, reverse an ACH transfer after we have processed such transfer, but we will have no liability if we fail to do so. To request a cancellation, amendment, or stop payment on an electronic funds transfer instruction, please contact our Client Care Center at **1-800-731-2265**.

### **7.11. ACH Entries; Returns**

You must immediately notify us of any unauthorized ACH entries to your Account so they can be returned in a timely manner. You agree that if you ask us to submit an ACH return entry in connection with any unauthorized or erroneous ACH debit to your Account, the originating depository financial institution has no obligation to accept that return transaction if the return request is not made within the applicable time frame set forth in the NACHA Operating Rules. You understand and acknowledge that we may not be able to recover your funds if you do not notify us immediately of an unauthorized ACH entry so that we have a reasonable opportunity to act on your notice prior to the expiration of the applicable time frame under the NACHA Operating Rules. In some cases, your claim may not be honored and you could incur Losses.

## **SECTION 8: WIRE TRANSFERS**

The following terms will apply with respect to wire transfers from your Account. If you have entered into a separate wire transfer service agreement with us, that separate agreement will control to the extent of any inconsistency with the terms below.

### **8.1. Governing Rules; Defined Terms**

We may use the funds transfer system of the Federal Reserve Bank or any other funds transfer system to execute wire transfers from your Account. When you request a wire transfer, you agree to be bound

by any rules and regulations then in effect governing the use of any system through which wire transfers are conducted and all Applicable Laws. Certain terms used in this section have the definitions provided in Article 4A of the UCC. Any wire transfer request you submit will be deemed your "payment order" as defined in the UCC, and the "beneficiary" is the person or business who receives the payment.

### **8.2. Security Procedures**

We offer certain security procedures for wire transfers, which may vary depending on the method you use to initiate a wire transfer. Your submission of a payment order constitutes your agreement that our security procedures are commercially reasonable as a means of authenticating a payment order communicated to us by you or on your behalf. You acknowledge that the security procedures are used to verify the authenticity of, and not to detect errors in, any payment order. Any payment order received in accordance with the applicable security procedures will be enforceable against you, whether or not authorized, if we accept such payment order in good faith. You agree to be bound by any payment order whether or not we verify it in compliance with the security procedures, if you issued the payment order or otherwise benefited from the wire transfer. If you choose to communicate a payment order to us in a manner that varies from the security procedures, you will be deemed to have refused the security procedures that we offer and recommend as commercially reasonable and you agree to be bound by and pay for any such payment order accepted by us in good faith, whether or not authorized.

### **8.3. Submitting Payment Orders**

You are solely responsible for the content of each payment order and the accuracy and completeness of the information contained therein. We will rely on the information contained in the payment order in carrying out your instructions. No instructions or other restrictions accompanying your payment order shall be effective unless expressly accepted and agreed to in writing by us. You understand that we have no duty to process payment orders and that we are not obligated to process any payment order if it is not in our required format or if we are unable to verify it in accordance with the applicable security procedures. A payment order is considered accepted by the Bank when we execute it.

### **8.4. Processing Payment Orders**

We will use commercially reasonable efforts to execute each payment order received in accordance with the security procedures by making applicable accounting entries or by transmitting payment instructions to the applicable bank or other party: (a) no later than the stated transfer date, provided such date is a Business Day and is not earlier than the day such payment order is received; or (b) on the day such payment order is received, if no transfer date is stated. If the requested transfer date is not a Business Day, or if we receive a payment order without a stated transfer date on a non-Business Day, we will process the transfer on the next Business Day. Notwithstanding the foregoing, we reserve the right to delay executing a payment order for any reason in our sole good faith discretion, including but not limited to concerns regarding its authenticity, accuracy, or completeness or lack of sufficient funds in the Account. Our processing of payment orders is subject to our processing schedule and cutoff times, which are subject to change from time to time. Payment orders received by us after the cutoff time will be deemed to have been received on the next Business Day.

### **8.5. Agreement to Pay; Provisional Credit**

You agree to pay us the amount of any wire transfer that we execute based on your payment order. You also agree to pay us the amount of

any fees and charges applicable to wire transfers. Any credit to your Account resulting from a wire transfer is provisional until we receive final settlement for the funds. If we do not receive final settlement for the funds, then you agree that we may reverse the credit to your Account or that you will otherwise reimburse us if funds in your Account are not sufficient. If we receive satisfactory documentation that a wire transfer was made in error, or for an erroneous amount, we may debit your Account for the amount erroneously credited, or you agree to otherwise reimburse us if funds in your Account are insufficient. In the event that your wire transfer does not become final, your underlying obligation to that receiver will not be discharged. If a wire transfer to you from another party does not become final, then that party's underlying obligation to you will not be discharged.

### **8.6. Transfers in Foreign Currency**

Any payment order in a currency other than U.S. Dollars shall first require that you validly purchase such foreign currency from us or we shall purchase such currency from an affiliate or correspondent bank. Unless otherwise agreed between the Bank and you, the value of any such wire transfer shall be reported to you in the U.S. Dollar equivalent of the amount of foreign currency transferred. Any loss of exchange arising from a subsequent cancellation of such payment order or because of a rejection of delivery for any reason shall be charged to your Account. You agree that if we utilize the services of other banks for the purpose of giving effect to any payment order in foreign currency, then we do so for you at your risk. Any fees imposed by other banks or intermediaries may be deducted from the amount of the wire transfer, which can reduce the amount received by the beneficiary.

### **8.7. Cancellation or Amendment**

We have no obligation to amend or cancel a payment order after it has been submitted to us. If we receive an amendment or cancellation request before we have executed the payment order, we may make a reasonable effort to act on your request. If we act on a cancellation or amendment instruction, you will indemnify and reimburse us for all Losses we incur relating to the cancellation or amendment. We will have no liability to you or any third party if the requested cancellation or amendment is not accomplished, and you will be obligated to pay the payment order as transmitted.

### **8.8. Reliance on Identifying Number**

You agree that the Bank, and any bank or intermediary involved in processing your payment order, are entitled to rely on the account number and bank identification numbers provided by you without any obligation to look at the name of the beneficiary or bank which may also appear in the payment order, even if the number identifies a person different than the named beneficiary or bank. If you provide an incorrect account number or bank identifier for the recipient, the wire transfer may be misdirected, resulting in the loss of funds. You acknowledge and agree that we have no obligation to detect errors and no liability for any incorrect or missing information in your payment order.

### **8.9. Rejection of Payment Orders**

We have the right to reject, and refuse to accept, any payment order for any reason, including your failure to maintain a sufficient balance in an Account. We will have no liability to you based on such rejection or refusal. If we reject any payment order, we will attempt to notify you within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if a wire transfer is returned to us, but we will have no liability to you based on any failure or delay in providing such

notice. We are not obligated to re-send a wire transfer that is returned to us if we complied with the original payment order.

### 8.10. Notice of Errors; Limitation of Liability

We will notify you in your periodic Account statement or other Account information made available to you of any credit to or debit from your Account resulting from any wire transfers, and we will not be required to provide any other notice to you. You agree to notify us in writing of any error or unauthorized wire transfers within fourteen (14) calendar days from the date we notify you of execution of the wire transfer, whether such notice is given by periodic statement or by any other means. Your failure to notify us within this time period will prevent you from asserting against us a claim for lost interest on an erroneous or unauthorized wire transfer. Furthermore, you will also be liable to us for any Losses we may incur as a result of your failure to notify us within this 14-day time period. In addition to our limits on liability set forth elsewhere in this Agreement, if we do not exercise ordinary care and this causes a failure, delay or improper execution of a payment order, our liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution, which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period.

## SECTION 9: ATM AND DEBIT CARD TERMS

These terms govern the use of Cards we issue in connection with your Account. By requesting, using, or allowing use of a Card in connection with your Account, you agree to be bound by these terms. Card transactions are electronic funds transfers subject to the terms of Section 7, "Electronic Funds Transfers."

### 9.1. Who Owns the Card for Your Account

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

### 9.2. Cardholders

Cards are non-transferrable. We may in our sole discretion issue a Card to each Account owner and any other person to whom you have authorized us to issue a Card for use with your Account (each such person, a "Cardholder"). You understand that Cardholders will have full access to the funds in your Account and your Account information and you are responsible if any Cardholder fails to comply with the terms of this Agreement. Each Cardholder is the only authorized user of his or her Card and PIN. You are responsible for retrieving the Card if you revoke a Cardholder's authority to use a Card. Except as your liability is otherwise limited in this Agreement, you will remain responsible for all Card transactions.

### 9.3. Your Agreement to Pay

You agree to pay us on demand for all purchases made, services rendered and any cash advances made by or to any Cardholder. Cancellation of a Card or termination of the Account will not excuse your obligation to pay for all purchases or other transactions made through the effective time of the cancellation or termination.

### 9.4. How You Can Use Your Card

In general, you may use your Card to:

- Withdraw cash from an Account that you have designated to be accessed by your Card and PIN,

- Make deposits to your designated Account,
- Transfer funds between designated Accounts,
- Make balance inquiries on designated Accounts,
- Pay for purchases at places that have agreed to accept the Card (some services may not be available at all card terminals), and
- Pay bills from your Account to parties that have agreed to accept your payments.

Some of these services may not be available on all Accounts or at all terminals. We reserve the right to block or suspend certain types of transactions, devices or merchants at any time.

### 9.5. Using Your Card and PIN and Your Responsibility to Keep Them Safe

The Card and PIN are provided solely for your use and protection. You agree not to disclose or otherwise make your PIN or Card number available to anyone not authorized to sign on your Account. At all times you should: (i) keep the Card and PIN safe and not permit anyone else to use them; (ii) not record the PIN on the Card or otherwise disclose or make it available to anyone else; and (iii) use the Card, PIN and ATMs only as instructed and only for authorized purposes. If your Card is a Debit Mastercard®, you may use it to pay for purchases at places that have agreed to accept Cards bearing the same trademark as appears on your Card. You may also use your Card together with your PIN to perform transactions at designated ATMs or other automated terminals at which the Card may be used. However, we have no obligation to you if anyone refuses to honor the Card, or if for any reason you cannot make a cash withdrawal, deposit, or purchase. You agree to immediately report to the Bank any loss, theft, disappearance, or suspected or known unauthorized use of the Card or disclosure of the PIN by contacting us at **1-800-731-2265** or writing to us at Old National Bank, P.O. Box 718, One Main Street, Evansville, IN 47705-0718.

### 9.6. Representations and Warranties

You represent and warrant that: (i) this Agreement has been duly authorized and does not violate your charter or bylaws (or corresponding operating documents if you are not a corporation); (ii) the individuals designated by you from time to time as being authorized to request Cards, designate Cardholders and link Cards to your Accounts have been properly authorized; (iii) the individuals designated as Cardholders by you are properly authorized to use all of the services and engage in all of the types of transactions that are available for the type(s) of Cards requested by your Authorized Representatives; (iv) Cards are provided solely for use by Cardholders for business purposes (and not personal, family or household purposes); and (v) you will, and will instruct each Cardholder to: (a) safely keep the Card and PIN separate and in your, his, or her sole possession; (b) not disclose the PIN, write it on the Card, or otherwise make it available to anyone else; (c) use the Card, PIN, and ATM or point-of-sale terminals only as instructed and authorized and subject to limitations we may impose and change from time to time; (d) save all receipts and have them verified against your monthly Account statement; (e) report all crimes immediately to the owner or operator of the ATM and to local law enforcement officials; and (f) immediately report to you and us any loss, theft, disappearance or known or suspected unauthorized use of any Card or PIN.

### 9.7. Our Authorization to Debit or Credit Your Account

Each time your Card is properly used, you authorize us to debit or credit your Account, as appropriate, for the total amount of all deposits, withdrawals, purchases and transfers initiated through use of your Card. We are permitted to handle such deposits, withdrawals, purchases and transfers in the same way we handle authorized

checks or other Items drawn on your Account. Except as otherwise required by Applicable Law, you agree that you are liable for all Card transactions initiated with a correct PIN or a signature that reasonably resembles the signature of the Cardholder appearing on the Card.

### 9.8. Using the Card at ATMs

Subject to such restrictions as may be imposed by the Bank, you may use the Card at any ATM bearing the same trademark as your Card, and such other terminals as the Bank may designate, to perform any transactions permitted by the terms of your Account that the ATM will perform.

### 9.9. Card Transaction Limits

For security purposes, there are dollar limitations on the transactions that can be made each calendar day using your Card. These limits are assigned for your protection. To find out more information about your daily limits, please call our Client Care Center at **1-800-731-2265**. We may adjust the limitations on your Card from time to time without notice to you, based on periodic risk assessments or upon your request. Below are the standard initial transaction limits for each Card:

	ATM Transactions	Purchase Transactions
ATM Access Mastercard®	\$510 per day	\$1,000 per day
Business Debit Mastercard®	\$1,010 per day	\$10,000 per day

### 9.10. When You May be Charged Fees

Card transactions are subject to fees. We reserve the right to institute a fee for the issuance or replacement of Cards, as well as transaction fees. When you use your Card at an ATM not owned or operated by us, we may charge a fee and you may also be charged a fee by the ATM operator and/or ATM network used. Fees may be charged for a balance inquiry even if you do not complete a funds transfer. Please note that fees charged by other ATM operators or ATM networks are outside the Bank's control and may be changed at any time. You authorize us to deduct any applicable fees directly from your Account. Fees vary based on your Account type and your Card type. See the fee schedule for your Account for details.

### 9.11. ATM Deposits

All deposits made at an ATM are credited subject to collection, and the credit will be reversed if the deposit is not paid. Certain checks should not be deposited at ATMs, including checks that are postdated or stale dated or have endorsement issues (i.e., missing or multiple endorsements, restrictive endorsements) and checks drawn on foreign banks or payable in foreign currency. All deposits through an ATM are subject to actual receipt and verification by the Bank upon opening the ATM. The Bank may choose not to credit the Account for deposits until we actually receive the funds. If the reversal of a deposit creates an Overdraft in the Account, the Bank may charge all or part of the deficiency to any of your other Accounts, unless the charge results in an extension of credit. In that situation, you shall pay to the Bank any deficiency that cannot be paid out of such Accounts.

### 9.12. Purchase Transactions

You may use your debit Card for PIN and non-PIN transactions to pay for purchases with funds in your designated Account, subject to applicable transaction limits and other restrictions identified in this Agreement, at participating merchant locations. The amount of your purchase will be deducted directly from your Account, and you cannot stop payment on any purchase made with your Card. Use of the Card for a purchase is regarded as a withdrawal from your Account at the time the Card is used, even if the transaction is not posted immediately to your Account.

### 9.13. How We Handle Authorization Holds

For certain Card transactions, we may place a temporary Hold on your Account equal to the authorization amount submitted by the payee until we receive the final settlement amount from the payee (or the Hold is released). For many transactions, the authorization amount will be for the amount of the transaction. However, for some transactions the payee may not know the actual amount of the transaction at the time of the authorization (for example, restaurant purchases, car rentals or hotel purchases) and the authorization amount may be less or more than the actual amount of the transaction. Card purchase transactions usually settle with the payee (and the Hold is released) within three (3) Business Days after the transaction is authorized, but in some cases this may take longer.

### 9.14. Limits on Using Your Card and How Overdrafts Can Occur

You agree to use the Card for an Item only if the Available Balance in your Account (together with your unused reserve amount or credit line associated with the Account, if applicable) is sufficient to pay for it. If a Card transaction results in an Overdraft, you will be responsible for any related fees and must bring your Account to a positive balance immediately.

### 9.15. How We Process Refunds on Card Purchases

The Bank will not make cash refunds for purchases made with your Card. If a payee who honors your Card gives you a credit for merchandise return or adjustment, the payee will do so by sending us a credit slip that we will apply as a credit to your Account. Unless your use of the Card results in an extension of credit, any claim or defense with respect to property or services purchased with your Card must be handled by you directly with the payee that accepted the Card, and any claim or defense that you assert will not relieve you of your obligation to pay the total amount of that transaction plus any fees or charges we are authorized to charge.

### 9.16. Digital Wallets

The terms in this Section 9 apply when you use a digital wallet to make purchases with your Card. If you add your Card to a digital wallet, you agree that we can provide your information to the digital wallet service provider in order to provide the services you have requested. The digital wallet service provider is solely responsible for the operation of the digital wallet and for the use and sharing of the information they collect about you and your Card.

### 9.17. International Transactions

If you use your Card to conduct transactions with a payee or at an ATM that is located outside the United States, you will be charged a fee. This fee, which is a percentage of the transaction, will be charged for all international transactions regardless of whether there is a currency conversion fee associated with the transaction. See the fee schedule for your Account for details. If the transaction requires a conversion from a foreign currency to U.S. Dollars, the currency conversion rate will be an exchange rate selected by Mastercard® from the range of exchange rates available in wholesale currency markets for the applicable central processing date, which may vary from the exchange rate that Mastercard® itself receives. The rate in effect on the processing date may differ from the rate on the date you used your Card. You agree to pay the U.S. dollar amount converted from a foreign currency by the payee or governing ATM network.

### 9.18. Termination of Card Services

You or any of your Authorized Representatives can terminate your Card by notifying us in writing. Termination will be effective once we have had a reasonable opportunity to act on such notice. We can terminate or suspend your use of the Card at any time without notice.

If we do, all Cardholders must return or destroy the Cards immediately upon our request. Termination of the Card will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## SECTION 10: ARBITRATION AGREEMENT

### 10.1. How to Resolve a Formal Dispute

If you have a dispute with the Bank, we hope to resolve it quickly and easily. First, please contact your relationship manager to see if they can solve the problem. If the dispute cannot be resolved informally, you and the Bank agree that any dispute between us will be resolved by the arbitration process described in this section. **You and the Bank each agree to waive the right to a jury trial or a trial before a judge in a public court.** The only exception to this are claims that may be filed in small claims court. If your unresolved dispute is within the jurisdiction of small claims court, you should file your claim there.

### 10.2. Disputes Subject to Arbitration

A “dispute” is an unresolved disagreement between you and the Bank or its agents related to your Account, including but not limited to any transactions, any related product or service, this Agreement, any prior deposit account agreement with us, any disclosures or advertising regarding your Account, and your relationship with us, regardless of the legal theory the dispute is based on or whether it arose in the past, may currently exist, or arises in the future. It includes any dispute relating to your use of any Bank location or facility or any means you may use to access your Account, such as an ATM or online banking. A dispute also includes any disagreement about whether the terms of this Section 10 (the “Arbitration Agreement”) are enforceable or valid, the meaning of this Arbitration Agreement, and whether a disagreement is a dispute subject to binding arbitration as provided for hereunder. A dispute does not include the collection by us of a credit obligation and this Arbitration Agreement does not limit our rights to exercise self-help remedies, including setoff or other offset, Account Holds or freezes or repossession.

If a third party is involved in a dispute between you and us, then the third party’s dispute will also be decided in arbitration, and the third party must be named as a party as required under the rules for the arbitration. The arbitrator will decide all issues, including the arbitrability of disputes, the scope and enforceability of this agreement to arbitrate, and the interpretation of the prohibition of class and representative actions and non-individualized relief.

The arbitration will be conducted as an individual action between you and the Bank. Neither you nor the Bank are permitted to join or consolidate disputes by or against others as a representative or member of a class, to act in any arbitration in the interests of the general public, or to act as a private attorney general. The arbitrator of the dispute only has authority to proceed with an arbitration that is conducted as an individual action. Even if a class action lawsuit or other representative action is filed, any dispute between you and the Bank related to this Agreement raised by such an action will be subject to individual arbitration between you and the Bank.

### 10.3. Class Action and Jury Trial Waiver

**YOU UNDERSTAND THAT YOU ARE WAIVING ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS IN COURT OR ARBITRATION. YOU AND THE BANK BOTH AGREE NOT TO SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN**

### ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS.

With respect to all claims and disputes that are not submitted to arbitration pursuant to this Arbitration Agreement, you hereby waive the right to a trial by jury to the extent permitted by Applicable Law and consent to service of process, personal jurisdiction and venue exclusively in a state court in the State of Indiana located in Evansville, Indiana or the United States District Court for the Southern District of Indiana, Evansville Division, located in Vanderburgh County, Indiana.

### 10.4. Arbitration Procedure

The party that files for arbitration must select either JAMS, Inc. or the American Arbitration Association (“AAA”) to arbitrate the dispute. If both JAMS, Inc. and the AAA are unavailable to arbitrate a particular dispute, then the party may file the dispute with another arbitration administrator. The selected arbitration administrator will apply this Arbitration Agreement and its own code or procedures in effect at the time the dispute is filed. To the extent the administrator’s code or procedures vary from this Arbitration Agreement, this Arbitration Agreement will control. The arbitration will be conducted before a single arbitrator with expertise in the substantive laws that apply to the subject matter of the dispute. The arbitrator will apply Applicable Law, including but not limited to the UCC adopted under the Applicable Law, consistent with the Federal Arbitration Act (Title 9 of the United States Code) (“FAA”). You and the Bank each agree that you are participating in transactions involving interstate commerce and that each arbitration is governed by the FAA. All statutes of limitations that exist in Applicable Law apply to any arbitration between you and the Bank. The arbitrator has the power to award to a party any damages or other relief provided for under Applicable Law and will not have the power to award any relief to anyone who is not a party to the arbitration. The arbitrator’s authority is limited solely to the dispute between you and the Bank alone.

### 10.5. Costs of Arbitration

Each party will be responsible for and pay its own costs, including attorney’s fees incurred in preparing and presenting its case during the arbitration proceedings. Notwithstanding the foregoing, the arbitrator is permitted to award attorney’s fees to the prevailing party under Applicable Law or agreement and if the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorney’s fees reasonably incurred by the prevailing party in connection with the arbitration.

Any decision rendered in arbitration proceedings under this Arbitration Agreement will be final and binding on the parties, and judgment may be entered in a court of competent jurisdiction. Rules and forms may be obtained from, and disputes may be filed with, JAMS, Inc. or AAA as follows: JAMS, Inc. at 71 South Wacker Drive, #3090, Chicago, IL 60606, website at [jamsadr.com](http://jamsadr.com) or the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017, website at [adr.org](http://adr.org).

In addition to the rights created by this Arbitration Agreement, you and we can each exercise any lawful rights or use other available remedies to do the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctions, attachment, garnishment or court appointment of a receiver by a court having jurisdiction.

### 10.6. Severability

If any provision related to this Arbitration Agreement is found to be illegal or unenforceable, then such provision shall be severed from the

Arbitration Agreement, but the rest of the Arbitration Agreement shall remain enforceable and in full effect.

**10.7. Survival**

This Arbitration Agreement shall survive termination, amendment or expiration of your Account or this Deposit Account Agreement and Disclosure. This Arbitration Agreement constitutes the entire agreement between you and the Bank and supersedes all prior arrangements and other communications concerning dispute resolution. If we assign your Account to any unaffiliated third party, this Arbitration Agreement provision will apply to any dispute: (i) between you and that third party if you or that third party chooses arbitration; (ii) between you and the Bank that occurred prior to such assignment; or (iii) that arises from such assignment.

**For more information, call our Client Care Center at 1-800-731-2265.**

Member FDIC

<b>FACTS</b>	<b>WHAT DOES OLD NATIONAL DO WITH YOUR PERSONAL INFORMATION?</b>	
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.	
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include: <ul style="list-style-type: none"> <li>▪ Social Security number and income</li> <li>▪ Account balances and credit history</li> <li>▪ Credit scores and transaction history</li> </ul> When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.	
<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 Old National chooses to share; and whether you can limit this sharing.	
	<b>Does Old National share?</b>	<b>Can you limit this sharing?</b>
<b>Reasons we can share your personal information</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	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	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 800-731-2265 our menu will prompt you through your choice(s)</li> <li>▪ Talk to a Relationship Banker at one of our convenient branch locations</li> <li>▪ Email us at <a href="mailto:bancorp@oldnational.com">bancorp@oldnational.com</a></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 800-731-2265 or email us at <a href="mailto:bancorp@oldnational.com">bancorp@oldnational.com</a> .	

Who we are	
<b>Who is providing this notice?</b>	Old National Bancorp Old National Bank
What we do	
<b>How does Old National 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 Old National 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 pay your bills</li> <li>▪ seek financial or tax advice or apply for a loan</li> <li>▪ use your credit or debit card</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
<b>Why can't I limit all sharing?</b>	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.
<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.
Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>Our affiliates include companies with a common corporate identity of Old National Bancorp such as 1834 Investment Advisors Co., and their successor entities.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>▪ <i>We do not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>▪ <i>Our Joint marketing partners include credit card companies, insurance companies and investment companies.</i></li> <li>▪ <i>As allowed by law, Old National has or may engage in joint marketing agreements to provide you with more financial products and services.</i></li> </ul>
Other important information	
<p><b>Do Not Call Policy:</b> This notice constitutes the Old National Do Not Call Policy under the Telephone Consumer Protection Act for all consumers. We do not solicit via telephone numbers listed on the state or federal Do Not Call lists, unless the law allows. Old National employees receive training on how to document and process telephone marketing choices. Consumers who ask not to receive telephone solicitations from Old National will be placed on the Old National Do Not Solicit list and will not be called in any future campaigns, including those of Old National affiliates.</p> <p><b>Call Monitoring and Recording:</b> If you communicate with us by telephone, we may monitor or record the call.</p> <p><b>California, North Dakota, and Vermont Residents:</b> We will not share your information with companies outside of Old National (including with our affiliates) except as permitted by law, which includes to service your account or with your consent. We will not share information under a joint marketing agreement as defined above without your consent.</p> <p><b>Nevada Residents:</b> Notice provided pursuant to state law. To be placed on our internal Do Not Call List call 1-800-731-2265 or email us at <a href="mailto:bancorp@oldnational.com">bancorp@oldnational.com</a>. If you would like more information about our telemarketing practices, you may contact us at Old National Bank, One Main Street, Evansville, IN 47708. For more on this Nevada law, contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; 1-702-486-3132; <a href="mailto:AgInfo@ag.nv.gov">AgInfo@ag.nv.gov</a>.</p>	

Member FDIC

2329380-0723-079