

The documents included in this PDF are provided in the following order. By accepting these documents, you are affirming that you have read and agree to them.

A. Old National Bank Health Savings Account disclosures

1. Rate and Fee Schedule
2. Truth-in-Savings Account Disclosure
3. Deposit Account Agreement and Disclosure
4. Privacy Policy

B. Old National / UMB Transition Notice

C. UMB Health Savings Account disclosures, effective November 18, 2022

1. UMB Bank, n.a. Health Savings Account Custodial Agreement
2. UMB Bank, n.a. Health Savings Account Deposit Account Terms and Conditions
3. UMB Healthcare Services Privacy Notice
4. UMB Healthcare Services Health Savings Account Interest Rate Sheet



**RATE AND FEE SCHEDULE
TRUTH-IN-SAVINGS ACCOUNT DISCLOSURE
DEPOSIT ACCOUNT AGREEMENT
PRIVACY POLICY**

HEALTH SAVINGS ACCOUNT – EMPLOYEES OF THE STATE OF INDIANA

This schedule sets forth certain conditions, rates, fees and charges that are specific to your Health Savings Account (“Account”). Subject to applicable law and the terms of the Deposit Account Agreement, we may amend the rates, fees and charges contained in this schedule from time to time.

Rate Information: This Account is an interest bearing account. If your balance is less than \$2,500.99, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the balance is more than \$2,501.00, but less than \$5,000.99, the interest rate paid on the entire balance in the account will be 0.01% with an annual percentage yield of 0.01%. If the balance is more than \$5,001.00, but less than \$10,000.99, the interest rate paid on the entire balance in the account will be 0.03% with an annual percentage yield of 0.03%. If the balance is more than \$10,001.00, but less than \$25,000.99, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%. If the balance is more than \$25,001.00, but less than \$50,000.99, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%. If the balance is more than \$50,001.00, the interest rate paid on the entire balance in the account will be 0.05% with an annual percentage yield of 0.05%.

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 that 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.

Balance information: We use the daily balance method to calculate the interest on the account. This method applies a daily periodic rate to the principal in the account each day. We will use an interest accrual basis of 365 (or 366 in a leap year) for each day in the year.

Limitations: You must deposit \$1.00 to open this account.

Account Fees: The following HSA fees apply to this account: eStatements are free of charge. Paper statements are free of charge for State of Indiana employees with a high deductible healthcare plan. If you no longer are an employee of the State of Indiana with a high deductible healthcare plan, a \$2.00 paper statement fee applies; Paper Enrollment Fee, \$14.99. Manual account opening, \$20.00, External Transfer/Closing/Rollover Fee, \$25.00 at withdrawal. Excess Distribution Fee \$20.00. The following other fees apply to this account: ATM Foreign Withdrawal: \$3.00 per withdrawal; ATM/Debit Card Replacement: \$7.00 per card; Customer Checkbook Balancing: \$15.00 per hour (1 hour minimum); Overdraft Protection Transfer: \$12.00 per transfer; Deposit Special Handling: \$25.00 per month per account; Return Item Handling Instructions: \$10.00 per month per instruction; Statement Special Cutoff: \$5.00 per cutoff; Stop Payment: \$38.00 per item; Returned Mail: \$10.00 if undeliverable after 60 days; Temporary Checks: \$1.00 per check; Researched Items: \$5.00 per copy; Research: \$25.00 per hour (1 hour minimum); Redeposited Item: \$6.00 per item; Return Deposited Item: \$11.00 per item; International ATM/Debit Card Transaction: 3% of Transaction; Statement Special Handling: \$5.00 per month; Dormant: \$5.00 per month; Rolled Coin Purchase: \$0.13 per roll; Strapped Currency Purchase: \$0.65 per strap; Domestic Check Collection: \$25.00 per check (plus additional fees assessed by Other Banks); International Check Collection: \$68.00 per check (plus additional fees assessed by Other Banks); International Check Conversion: \$12.00 per check; Returned NSF/OD Item: \$36.00 per item, max of 10 per day when overdrawn by more than \$25.00 (by check, in person withdrawal, ATM withdrawal, or other electronic means, etc.).



Deposit Account Agreement and Disclosure

EFFECTIVE AUGUST 26, 2022

PERSONAL ACCOUNTS

Questions?

800-731-2265 | oldnational.com

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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 personal 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, Truth in Savings disclosures, privacy notice 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”, “your” and “owner” mean those who own the Account, those who sign as applicants, 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 any authorized signers 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 personal, family or household purposes that is governed by this Agreement, including all checking accounts, savings accounts, money market accounts and certificate of deposit (“CD”) 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).

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 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 2.8 (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 fund transfers, Zelle** 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.

*Zelle® and the Zelle related marks are wholly owned by Early Warning Services, LLC, and are used herein under license.

SECTION 2: GENERAL TERMS APPLICABLE TO ALL PERSONAL 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 you resided in a U.S. state where we had branch offices at that time, your Account is maintained in the state where you resided; or
- If you opened an Account online or through other remote means but you did not reside 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, 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 Truth in Savings disclosures, if applicable, and any other fee schedule for your Account. 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.

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. 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 if you have agreed to electronic notices, 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 your Account is reported compromised by you or any other owner. 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 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, REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. We will be responsible and liable only for

direct damages caused by our failure to exercise ordinary care. 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. 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. You are prohibited from processing any illegal transactions through your Account or your relationship with us. 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.

2.8. 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, your use of the Account may become restricted. 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. 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. Should the Bank be served with a garnishment, levy, or similar order in the name or names of any Account owner, you agree that the Bank's remittance of any amounts pursuant to such order constitutes an authorized withdrawal and the Bank shall not be liable for any damages you incur by reason thereof, provided we acted in good faith. 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.

2.9. 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. For joint Accounts, you agree that we may charge the Account for any Obligations owed by any Account owner(s) against the deposits or checks we cash for any other owner(s) unless prohibited by Applicable Law. This right applies even if one or more of you do not owe the Obligations. 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. You expressly agree that our setoff rights extend to any federal or state benefit payments, including Social Security benefits, electronically deposited into your Account except where prohibited by Applicable Law. You understand and agree that if you do not want your benefits applied this way, you may change your direct deposit instructions with your benefits payor. You also acknowledge and agree that any federal benefits or payments deposited to your Account after a date of ineligibility must be returned to the federal government or other payor, and if we are obligated to return such funds we may set off against any of your Accounts in order to recover the returned amount. Our right of setoff does not apply to IRA or tax-qualified Accounts, to consumer credit card obligations or where otherwise prohibited by Applicable Law. 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.

2.10. Death or Incompetence

You agree to notify us immediately if any Account owner or other 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 the funds. 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 Account owner resides.

2.11. Dormant and Abandoned Accounts

Except where prohibited by 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, (ii) eighteen (18) months for health savings Accounts, and (iii) 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 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.

Property of any kind held in an IRA is not presumed abandoned except as provided by Applicable Law.

2.12. 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, but we may reopen your Account if we receive a deposit or to process trailing activity for our accounting purposes. 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.

2.13. 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.

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.

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. 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.

2.14. 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).

2.15. 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.

2.16. 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

who opens an Account. To open an Account, you must provide us with current identification and an accurate Taxpayer Identification Number (typically a Social Security Number). We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A minor generally cannot be the sole owner on a checking or savings Account, but can open an Account with a joint owner age 18 or older.

3.2. Taxpayer Identification Number

You agree to provide us the accurate Taxpayer Identification Number (typically a Social Security Number) for each person listed on the Account. When you execute a signature card or submit an account application or other account opening documents, you certify that the Taxpayer Identification Number you provided is correct and you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account.

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 - Responsibility

We offer the types of Accounts listed below including individual, joint (with right of survivorship), trusts, trustee and other fiduciary, custodial and UTMA accounts, as described below. You acknowledge that if your Account is set up under one of these categories, it is your sole responsibility to determine the legal effects of opening and maintaining an Account of this nature. Even if the Account is titled as a "fiduciary" Account with you acting as the fiduciary, the relationship between you and the Bank is one of debtor/creditor, not fiduciary. We will not monitor your exercise of fiduciary duties or ensure that any trustee, other fiduciary or custodian is acting for the benefit of any beneficiary or Account owner.

3.6. Account Ownership - Individual and Joint Accounts

Individual Accounts are owned by one person. Joint Accounts are owned by two or more people. If an Account has multiple owners (as specified on the signature card or other account opening documentation), each owner can make deposits or withdrawals, pledge the Account funds as collateral for any obligation, and engage in all other transactions in connection with this Account without the consent of the other joint owners. We have the right to endorse any checks, drafts or other orders for payment made out to any of the owners. Once they are endorsed, we can deposit these Items into the joint Account. You can endorse Items for deposit by using a stamp to show a general endorsement for the Account. You agree to indemnify and hold the Bank harmless from any Losses in connection with any of the foregoing acts by one or more joint owners. All owners agree jointly and severally to pay the Bank for service charges, fees or expenses due under this Agreement.

Unless the Bank agrees otherwise in writing or Applicable Law requires other treatment, if two or more people open an Account we will treat the Account owners as joint tenants with right of survivorship. If

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

3.7. Payable on Death (POD) Accounts, including Totten Trusts

If you open an Account as trustee for a named beneficiary without presenting formal trust papers (known as a "Totten Trust"), or if you make an express "Payable on Death" designation of beneficiaries, in both cases the Account will be treated as a POD Account. If two or more of you create a POD Account, you own the Account jointly with right of survivorship unless you specify otherwise. After the death of the last surviving Account owner, the beneficiary on the Account (or the beneficiary's legal representative if the beneficiary is a minor) will become the owner of the Account. If two or more beneficiaries are named and survive the death of the Account owner(s), such beneficiaries will own the Account in equal shares unless otherwise indicated, without right of survivorship. A beneficiary on a POD Account cannot make withdrawals unless: (i) all Account owners die, and (ii) the beneficiary is then living. A beneficiary's right to funds is subject to the Bank's security interest and right of setoff.

3.8. 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 regarding any legal, regulatory or other fiduciary obligations you may have. 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.

3.9. Custodial and Uniform Transfers to Minors Act ("UTMA") Accounts

If you want to gift money to a minor child, you can do so and name yourself or another adult as custodian to handle the money under the UTMA. Under the UTMA, the funds in the Account are owned by the child. Upon the minor reaching the age of majority under Applicable Law, the custodian may direct the Bank to close the Account and transfer the funds to the child. Before then, the Account may only be accessed by the custodian and the funds may be used only for the benefit of the child. The Bank will not monitor or ensure that the custodian or successor custodian is acting for the benefit of the minor.

3.10. 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.

3.11. 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.

3.12. 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.

3.13. Client Information; Records

You agree to notify us immediately if your personal information changes, including your name, address, email address, phone number, Taxpayer Identification Number, or your residency or citizenship. 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.

3.14. Account Notices; Change of Address

Notice from us to any owner of the Account shall constitute notice to all Account owners. 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 owner of the Account. 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. 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 personal 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, or any unauthorized signature or alteration on your checks, 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 discrepancies, errors or unauthorized transactions 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 must also notify us within thirty (30) calendar days if you fail to receive a scheduled statement. You agree that we will not be liable if: (i) you did not exercise ordinary care in examining your statement; (ii) we did not receive timely notice of a discrepancy, error or unauthorized transaction; 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 unauthorized transaction within thirty (30) calendar days as provided herein, we will not be liable to you for any subsequent unauthorized transactions on your Account by the same person.

Please note the time period in which you must notify us if your statement shows an unauthorized transaction may be longer if the transaction is related to an electronic funds transfer, including a Card transaction (see Section 8 for details), or a substitute check (see Section 7).

Since you are in the best position to prevent and discover an unauthorized transaction or error, you also agree that regardless of lack of care by us, if you do not notify us in writing within thirty (30) calendar days after we mail your first statement containing an unauthorized signature or alteration, you are precluded from asserting against us, and we will not be liable for, any unauthorized signatures or alterations contained in the first statement and all subsequent statements. The notice requirements described herein do not limit our rights to attempt to collect on unauthorized or altered checks from other banks, clearing organizations, or other parties or otherwise attempt recovery from any party.

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. Check Cashing and Cash Back on Deposits

If you do not have an adequate Available Balance in your Account to pay a check you ask us to cash, we have the right not to cash it and you agree that such refusal shall not be a wrongful dishonor. If you do not have an adequate Available Balance in your Account when requesting cash back on a deposit, we have the right not to provide cash back until adequate funds become available.

4.7. 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

an interest-bearing checking, savings, or money market Account. If we tell you that we require seven (7) calendar days' written notice, we will not pay your funds until the notice period expires.

4.8. 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. If you make your stop payment order orally and do not confirm it in writing within fourteen (14) calendar days, we may not continue to honor it.

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 documents 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 8 of this Agreement, "Electronic Funds Transfers," for how to place a stop payment on electronic payments.

4.9. Return Deposited Items (Chargebacks)

If we cash a check for you or 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.

4.10. 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.

4.11. Check Cashing for Non-Bank Clients

We may refuse, and you agree it will not be a wrongful dishonor to refuse, to cash a check, draft or other order for the payment of money drawn on your Account payable to a person who is not a 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.

4.12. 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.

4.13. 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.

4.14. 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.

4.15. 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.

4.16. 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.

4.17. Combined Statements

You may request to receive a combined statement (i.e., one statement

that reports activity for two or more eligible Accounts) rather than individual statements. You understand that information regarding your Account may be available to other owners for those Accounts that appear on the combined statement, including your personal or confidential information such as your transaction history or Account status, and you agree that your request for combined statements constitutes your consent to the disclosure of that information to such persons and that we are not responsible for such disclosure.

4.18. Substitute Checks

You agree not to deposit a substitute check that was created by a person other than a bank which has not yet been transferred by a bank, unless we agree otherwise under separate written agreement. 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. See Section 7, "Substitute Checks and Your Rights," for additional information on substitute checks.

4.19. Provisional Payments

Your statement will serve as notice of any ACH credits or debits to your Account, and you agree that we are not required to provide any other notice to you. Credit given by us to you with respect to an ACH credit entry is provisional until we receive final settlement for the transaction. If we do not receive final settlement, you agree that we are entitled to debit from your Account the amount credited to you in connection with the transaction, and the party making payment to you (the originator of the entry) shall not be deemed to have paid you in that amount.

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

5.1. How Overdrafts and Returned Items Can Happen

An Overdraft occurs when your Available Balance is not enough to cover a transaction, but we pay it anyway. A Returned Item occurs when your Available Balance is not enough to cover a transaction and we return it unpaid. 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 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. If we choose to pay the Item, we will charge you a fee for the Overdraft. If we return the Item unpaid, we will charge you a fee for the Returned Item. For details on these fees, see the Truth in Savings disclosure 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 received 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. You may also be charged a fee when your Card transaction finally settles and the Hold is released if your Available Balance at the time of settlement is not sufficient, even if your Available Balance was sufficient at the time the Hold was placed.

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 below.

Order of Posting
<p>FIRST, we add deposits and other credits to your Account that are received before the applicable cutoff time, including:</p> <ul style="list-style-type: none"> • 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) <p>These Items are posted in order from highest to lowest dollar amount.</p>
<p>SECOND, we subtract certain fees that were incurred the prior Business Day, specifically:</p> <ul style="list-style-type: none"> • Fees for Overdrafts and Returned Items, and • Daily fees for Accounts that remain overdrawn <p>These Items are posted in order from lowest to highest dollar amount.</p>
<p>THIRD, we subtract priority debits, which are transactions paid from your Account that are cash or cash-equivalent and cannot be returned. This includes:</p> <ul style="list-style-type: none"> • 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 <p>These Items are posted in order from lowest to highest dollar amount.</p>
<p>FOURTH, we subtract debit Card and ATM transactions, including:</p> <ul style="list-style-type: none"> • ATM withdrawals • Purchases with your Card • Any recurring Card payments, such as insurance premiums or gym memberships <p>These Items are posted in the order received.</p>
<p>FIFTH, we subtract ACH debit transactions, including:</p> <ul style="list-style-type: none"> • 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) <p>These Items are posted in order from lowest to highest dollar amount.</p>
<p>SIXTH, we subtract checks (other than teller-cashed checks, which are posted as priority debits above) in order from lowest to highest dollar amount.</p>
<p>SEVENTH, we subtract any other Bank-generated fees or charges, such as:</p> <ul style="list-style-type: none"> • Monthly service charges and Account maintenance fees • Paper statement fees <p>These Items are posted in order from lowest to highest dollar amount.</p>

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. Each Account owner agrees 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 user on the Account. If you have a joint Account, all joint owners will be jointly and severally liable for any Overdraft plus any related fees, regardless of which owner initiated or presented the Item that resulted in the Overdraft.

You agree to pay a fee for each Item that results in an Overdraft or a Returned Item. Items may be presented more than once, and we may charge a fee each time an Item is presented if you do not have a sufficient Available Balance in your Account to pay the Item. This means you could be charged more than one fee on an Item that is returned and later re-presented for payment. 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 Truth in Savings disclosure 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 consumer reporting agencies 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, including any federal or state benefits, to pay the amount of any Overdraft and related fees. You understand that if you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

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 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. ATM and everyday debit Card transactions are not eligible for Overdraft Courtesy unless you opt in to such coverage. If you opt in to this Overdraft Courtesy coverage, we may in our discretion pay an ATM or everyday debit Card transaction that exceeds your Available Balance and we will charge you a fee for the Overdraft. If you do not opt in to this Overdraft Courtesy coverage, or you revoke your consent, we will decline any ATM or everyday debit Card transactions that exceed the Available Balance in your Account and you will not be charged a fee. An "everyday" debit Card transaction is a single, non-recurring transaction. Examples include transactions at a merchant location or purchases made by telephone or online. 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 opt-in or 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, wire transfers and other electronic funds transfers will be available on the day we receive the deposit. Funds from cash deposits and 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.

6.2. Next-Day Availability. All other checks not drawn on Old National Bank 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. Second-Day Availability. You may be able to make cash deposits at certain ATMs that do not display Old National’s logo. This feature is limited based on availability and what transactions the ATM will perform. Cash deposits made at non-Bank ATMs will be available on the second Business Day after the day we receive the deposit.

6.4. 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 earliest ATM deposit cut-off time is 12:00 noon (based on the time zone of the ATM location). 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 (Central Time)
Old National ATMs	Varies by location. Earliest cut-off time is 12:00pm (noon) local time, Monday-Friday.
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.

6.5. 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.

6.6. 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.

6.7. Check Cashing Policy; Holds on other Funds

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

7.1. What is a Substitute Check?

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

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

7.2. What are my Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim and the remainder of your refund (plus interest if your Account earns interest) no later than forty-five (45) calendar days after we receive your claim.

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

7.3. How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact our Client Care Center at **1-800-731-2265**, or write to us at Old National Bank, P.O. Box 3606, Evansville, IN 47708. You must contact us within forty (40) calendar days of the date that we sent (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

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

We provide a number of electronic funds transfer services for your Account. You may be required to sign a separate agreement or be given additional disclosures when you enroll in one of these services. The provisions in this section apply to electronic funds transfers to or from your consumer Account that are governed by Part A of Regulation E, which implements the Electronic Fund Transfer Act. They do not apply to wire transfers or transactions initiated using a card issued by someone other than the Bank. If you have questions regarding transactions initiated using a card issued by a third-party, you must contact them for assistance.

8.1. Types of Electronic Funds Transfers

An “electronic funds transfer” is any transaction that is accomplished electronically to debit or credit a consumer account, as well as all transfers resulting from debit Card transactions. 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 employer payroll, government benefits or other direct deposits or bill payments to third parties;
- Telephone transfers;
- ATM transfers;
- Card transactions, including purchase transactions;
- Online banking transfers, including online bill pay transactions; and
- Mobile banking transfers, including Zelle® payment transactions.

8.2. Online Banking and Mobile Banking

You can use these services to conduct transactions on your Account. A separate agreement may be required. The terms of this Section 8 apply to transfers initiated using these services and in the event of a conflict, any separate agreement or service terms will control to the extent of any inconsistency. All communications and access to your Account and electronic funds transfers initiated using these services are deemed valid, authentic and duly authorized by you unless and until you have notified us of unauthorized activity (see Sections 8.11 and 8.12) and we have had a reasonable opportunity to act upon such notice.

8.3. Business Days

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

8.4. 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.

8.5. How to Make a One-time Electronic Debit or Electronic Check Conversion from Your Account

When you provide the Bank a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your Account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your Account as soon as the same day you make your payment.

You may also authorize a merchant or other payee to collect a one-time electronic payment from your checking Account using

information from your check to pay for purchases or to pay bills. If you give your Account number or a sample check to a payee, or you issue a check to such payee, we may treat such disclosure or issuance as your authorization to accept electronic credits or debits against your Account, including any fees for electronic presentment of an Item that overdraws your Account. Unless you notify us that any such electronic payments are unauthorized, we are not liable for any payment we receive even if the electronic transfer is not in accordance with the authorization you may have given to that payee. You will not receive an image of any check used in this manner with your statement because the Bank did not receive the check.

8.6. Limitations on Electronic Funds Transfers

For security reasons, there may be limits on the types of electronic fund transfers you may make and the frequency or dollar amount of transfers. Review the applicable service terms or agreement for details, or contact our Client Care Center at **1-800-731-2265**.

8.7. How to Stop Payment on Certain Electronic Transfers

If you have told us in advance to make regular payments from your Account or you authorized an electronic funds transfer from your Account, including recurring payments with a Card, you may stop a payment 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 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) calendar days after you call. We will require the exact dollar amount, the name of the party to whom you gave the check or authorization, and the check number, if applicable. We will charge you a fee for stop payment orders as provided in the applicable fee schedule for your Account. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

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

You may request a one-time stop payment for a single electronic funds transfer or a permanent stop for recurring transactions, including recurring Card transactions. There is no expiration for stop payments placed on electronic funds transfers, including recurring Card transactions. You cannot stop payment on any single purchase or cash withdrawal originated by you or someone else using your Card or any card issued by a third party, and we have no obligation to honor any such stop payment request by you. However, we will accept stop payment requests on recurring Card transactions.

8.8. Our Liability if We Fail to Stop a Payment or Make a Transfer

If we do not complete a transfer to or from your Account on time or in the correct amount as required by this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money available in your Account (including any applicable Overdraft credit line limit) to make the transfer;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM or ATM network was not working properly and you knew about the breakdown when you started the transfer;

- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If a merchant or financial institution refuses to honor your Card;
- If a transfer is not completed due to systems or communications failure;
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions;
- If there is an allegation of fraudulent activity concerning your Account; or
- If other Bank agreements, terms or disclosures so provide.

8.9. When We will Disclose Account Information to Third Parties

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

- Where it is necessary for completing or tracing a transfer, or resolving errors or claims;
- In order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant;
- To comply with government agency demands or court orders;
- In order to comply with Applicable Laws, network rules, or the terms and conditions of third-party service providers;
- If you give us written permission; or
- As permitted by the Agreement and our Privacy Notice.

8.10. Your Right to Receive Documentation of Transfers

- **Preauthorized Credits:** If you have arranged to have direct deposits made to your Account at least once every sixty (60) calendar days from the same person or company, you can find out whether the deposit has been made by viewing your transaction activity in online banking or mobile banking or calling us at the phone number shown on your periodic statement. These electronic deposits will also appear on your periodic statement.
- **Account Statements:** A statement of each Account will be furnished to you each month in which an electronic transaction is initiated. In any case you will get a statement at least quarterly.
- **ATM or Point-of-Sale (“POS”) transfers:** A receipt will be made available at the time you conduct a transaction using your Card, unless the terminal is not working properly or you elect not to receive a receipt. No receipt is needed on transactions of \$15 or less. We are not responsible for the failure of a merchant or owner/operator of an ATM to give you a receipt for a transaction.

8.11. How to Contact Us in Case of Errors or if You Have Questions about an Electronic Transfer

Call us at **1-800-731-2265** or write us at Old National Bank, P.O. Box 718, One Main Street, Evansville, IN 47705-0718 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared. You must:

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

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine

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

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

8.12. How to Contact Us If You Think There has been an Unauthorized Transfer or Your Card or PIN has been Lost or Stolen

Contact us AT ONCE if you believe your Card, Personal Identification Number (“PIN”) or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission, including the use of information from your check. Call us at **1-800-731-2265** or write us at Old National Bank, P.O. Box 718, One Main Street, Evansville, IN 47705-0718. Telephoning is the best way to keep your possible losses down. You could lose all of your money in your Account, plus your maximum overdraft line of credit (if applicable). If you tell us within two (2) Business Days after you learn of the loss or theft or your Card, PIN or code, you can lose no more than \$50 if someone used your Card, PIN or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by Card, PIN or other means, tell us at once. If you do not tell us within sixty (60) calendar days after we send the statement to you, you may not get back any money you lose after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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 8, “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. This liability will be joint and several.

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. ATM Safety

Following these simple guidelines will help ensure that your ATM transactions are completed safely and successfully:

- Have your Card ready when you approach an ATM.
- Commit your PIN to memory and never write your PIN on your Card.
- Be aware of your surroundings when using an ATM, particularly during the hours of darkness; if possible, be accompanied by another person.
- Refrain from displaying cash; place cash in a pocket or purse as soon as your transaction is completed, and count cash in the safety of a locked enclosure such as a car or home.
- Use another ATM machine or return at a later time if anything suspicious is noticed when using or considering an ATM.

Report all crimes immediately to the operator of the ATM or to local law enforcement officials.

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 and subject to Applicable Law, based on periodic risk assessments or upon your request. Any such changes will generally be effective immediately unless we are required to provide prior notice under Applicable Law. Below are the standard initial transaction limits for each Card:

	ATM Transactions	Purchase Transactions
ATM Access Mastercard®	\$510 per day	\$1,000 per day
Debit Mastercard® (if linked to EZ Access Account)	\$310 per day	\$1,000 per day
Debit Mastercard® (all other Account types)	\$1,010 per day	\$7,000 per day
HSA Debit Mastercard®	\$510 per day	\$5,000 per day
Platinum World Debit Mastercard®	\$2,510 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 you have asked the Bank to extend your Overdraft Courtesy to pay everyday debit Card transactions that result in an Overdraft and 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 other party to your Account 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 personal banker 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

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

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 or the AAA at 335 Madison Avenue, Floor 10, New York, NY 10017, website at 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.

FACTS	WHAT DOES OLD NATIONAL DO WITH YOUR PERSONAL INFORMATION?	
Why?	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.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> ▪ Social Security number and income ▪ Account balances and credit history ▪ Credit scores and transaction history <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>	
How?	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.	
Reasons we can share your personal information	Does Old National share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share
To limit our sharing	<ul style="list-style-type: none"> ▪ Call 800-731-2265 our menu will prompt you through your choice(s) ▪ Talk to a Relationship Banker at one of our convenient branch locations ▪ Email us at bancorp@oldnational.com <p>Please note: 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.</p> <p>However, you can contact us at any time to limit our sharing.</p>	
Questions?	Call 800-731-2265 or email us at bancorp@oldnational.com .	

Who we are	
Who is providing this notice?	Old National Bancorp Old National Bank
What we do	
How does Old National protect my personal information?	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.
How does Old National collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> ▪ open an account or pay your bills ▪ seek financial or tax advice or apply for a loan ▪ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> ▪ sharing for affiliates' everyday business purposes—information about your creditworthiness ▪ affiliates from using your information to market to you ▪ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more information on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your account.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ <i>Our affiliates include companies with a common corporate identity and financial companies owned by us such as Old National Equipment Finance Company, Premier Asset Management LLC and Northern Oak Wealth Management, Inc., and their successor entities.</i>
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> ▪ <i>We do not share with nonaffiliates so they can market to you.</i>
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> ▪ <i>Our Joint marketing partners include credit card companies, insurance companies and investment companies.</i> ▪ <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>

Other important information	
<p>Do Not Call Policy: 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>Call Monitoring and Recording: If you communicate with us by telephone, we may monitor or record the call.</p> <p>California, North Dakota and Vermont Residents: 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>Nevada Residents: 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 bancorp@oldnational.com. 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; AgInfo@ag.nv.gov.</p>	

An important change is coming to your HSA

Dear Client,

As previously communicated, effective November 18, 2022, **Old National Bank (“Old National”)** will resign as the custodian of your health savings account (“HSA”) and appoint **UMB Bank n. a. (“UMB”)** as the new custodian of your HSA.

The purpose of this notice is to provide you with the information necessary to understand the transition process, from Old National to UMB. **Please review this letter carefully and keep a copy for future reference.** This information can also be found online, by visiting hsa.umb.com/hsaauthority. Para ver esta información en español, visite hsa.umb.com/hsaauthority.

To begin, below are some important dates you should be aware of throughout the transition process.

Key Dates You Need to Know	
October 31, 2022	Last day for new customers to enroll in HSA investments.
November 4, 2022	Last day to request your Old National HSA be closed or transferred to another HSA custodian.
3:00pm CT November 8¹, 2022	Last day to make changes to your existing HSA investments.
November 13, 2022	Last day to use your Old National Health Savings Account debit Mastercard®. All debit cards associated with your Old National HSA will be closed effective November 14, 2022.
Week of November 14th	You will begin receiving your UMB Welcome Letter, including your UMB HSA account number and instructions to enroll in online banking. You will begin receiving your UMB Health Savings VISA® Debit Card.
November 14, 2022	Last day to complete Old National internal account transfers using online banking.
November 18, 2022	Old National resigns as HSA custodian and appoints UMB as the new custodian of your HSA. The terms of your Old National HSA are fully replaced by the terms of your UMB HSA. As necessary, update stored HSA account information to reflect the information associated with your new UMB HSA, including your new HSA account number, routing number, and new HSA debit card information.
November 21, 2022	You may begin using your new UMB HSA debit card.

¹ Certain investments require November 3, 2022, as the last date to make changes to existing HSA investments. Additional communications will be provided to impacted account holders.

To help you better understand the transition process, below are answers to some frequently asked questions.

Do I need to establish a UMB HSA?

No. A UMB HSA will be established on your behalf as a part of the transition process. To help you get familiar with your new UMB HSA, enclosed with this notice you will find the following documents, describing your UMB HSA:

- UMB Bank, n.a. Health Savings Account Custodial Agreement
- UMB Bank, n.a. Health Savings Account Deposit Account Terms and Conditions
- UMB Healthcare Services Privacy Notice
- UMB Healthcare Services Health Savings Account Interest Rate Sheet

Please read the above documents carefully. Effective November 18, 2022, the terms of your existing Old National Bank Health Savings Account will terminate and be fully replaced by the terms of your new UMB Bank, n.a. Health Savings Account, described in the documents referenced above.

If you wish to accept the terms and conditions described in the above documents, no action is required. The terms described in the above documents will be applicable to your UMB HSA beginning November 18, 2022. If you do not accept the terms and conditions described in the document(s), you must close your Old National HSA or transfer your HSA assets to a new HSA custodian prior to November 4, 2022. The steps necessary to close or transfer your Old National HSA can be found on page 6 of this notice.

A special note for certificate of deposit accountholders. In the coming days, you will receive additional information, via mail, informing you of the action(s) you may be required to complete prior to the transition and the product options available at UMB.

What will happen to my existing Old National HSA?

When Old National resigns as custodian of your HSA on November 18, 2022, your Old National HSA will be closed. On that day, the balance of your Old National HSA will be transferred to your new HSA at UMB. Your HSA balance will be available for your use beginning November 21, 2022.

Will the fees applicable to my HSA change?

Yes. The fees applicable to your HSA, and the amount of certain fees, will change when your account is transitioned from Old National to UMB. Please review the Schedule of Fees outlined within the enclosed UMB Bank, n.a. Health Savings Account Deposit Account Terms and Conditions to review the complete list of fees that will be applicable to your UMB HSA effective November 18, 2022.

How will the resignation process impact access to my Old National HSA?

To ensure the funds in your Old National HSA are successfully transferred to UMB, Old National and UMB will implement a series of blackout periods. A blackout period refers to a period of time during which your HSA's function may be restricted. A complete list of blackout periods applicable to the transition process can be found at the beginning of this notice in the 'Key Dates You Need to Know' section.

Will my HSA account number change?

Yes. Once your UMB HSA is established, you will receive a Welcome Letter. This letter will contain your new UMB HSA account number and provide additional information about your UMB HSA, including how to access your HSA online. You can expect to receive your Welcome Letter beginning the week of November 14, 2022.

Can I still make contributions to my Old National HSA?

You may make contributions to your Old National HSA as usual through November 18, 2022. After November

18, 2022, you will need to update your contribution instructions to ensure contributions received after your HSA transitions from Old National to UMB, are credited to your new UMB HSA.

As previously mentioned, you will receive a new HSA account number through the transition process. You will need to provide your new UMB HSA account and routing number to anyone who will complete HSA contributions on your behalf after November 18, 2022, such as your employer.

If you make contributions to your HSA through other means, such as an external bank account, you must update the HSA account and routing number stored in all systems and platforms used to initiate HSA contributions for all contributions initiated after November 18, 2022. Contributions directed to your Old National HSA after November 18, 2022, may be returned to the originator.

Will Old National's resignation impact distributions from my HSA?

Yes. To ensure the successful transfer of your HSA, Old National and UMB will implement a series of blackout periods, based on how you initiate the distribution.

- Beginning November 10, 2022, you are asked to cease issuing checks drawn on your Old National HSA. Checks presented to Old National for payment after November 18, 2022, may be returned unpaid.
- Beginning November 14, 2022, your Old National HSA debit Mastercard® will be closed, to allow all pending transactions to clear through your Old National HSA before it is transitioned to UMB.

If your Old National HSA includes reoccurring payments initiated through Old National's online banking platform, you will need to reestablish the reoccurring payments in UMB's Healthcare Online Portal beginning November 21, 2022.

What if I need to pay for HSA-qualified expenses during a blackout period?

During distribution blackout periods, payments for qualified expenses can be made using an alternative account, such as your household checking account or a personal credit card account. Once the transition concludes on November 21, 2022, you may sign up to access UMB's Healthcare Online Banking Portal, then reimburse yourself for the amount of payment using the Transfer Money feature found within UMB's online portal.

Will I get a new debit card?

Yes. You will receive a UMB Health Savings VISA® Debit Card beginning November 14, 2022. Your new UMB HSA debit card will be delivered to you at the address currently associated with your Old National HSA.

When you receive your UMB HSA debit card, please review the enclosed Benefits Cardholder Agreement and retain a copy for your records. Then, follow the enclosed instructions to activate the debit card. You may begin using your new UMB debit card to access the funds in your HSA to pay for qualified medical expenses beginning November 21, 2022.

Who will receive a UMB HSA debit card?

UMB will issue one (1) UMB HSA debit card to each Old National HSA account owner. You may request additional debit cards for qualified family members and dependents beginning November 21, 2022, using UMB's Healthcare Online Banking Portal or by contacting the UMB Healthcare Service Center at 1-833-537-3873. Qualified family members and dependents may use the debit card to pay for HSA-qualified expenses at point-of-sale.

If you've chosen to provide your HSA payment card information to a merchant or provider to pay for future or reoccurring transactions, you will need to provide the merchant with updated information from your UMB HSA debit card.

Will I still be able to access my HSA online?

Yes. Once you receive your UMB HSA debit card or UMB HSA account number, you can enroll in UMB's Healthcare Online Banking Portal by visiting hsa.umb.com.

Beginning November 21, 2022, you can use UMB's Healthcare Online Banking Portal to check your HSA balance, view recent transactions, complete a contribution, pay for qualified healthcare expenses and more. Additional information about the features and functionality available to you through UMB's Healthcare Online Banking Portal can be found at hsa.umb.com/hsaauthority.

The Transfer Money feature allows you to make payments directly to providers and reimburse yourself for qualified HSA expenses. UMB provides this service to HSA accountholders at no additional cost. For this reason, UMB does not offer an HSA check product and checks will not be provided with your UMB HSA. If you choose, you may purchase checks for your UMB HSA independently. UMB will honor checks you purchase independently, according to the terms of your UMB HSA.

Will historical information from my Old National HSA transfer to my UMB HSA?

No. Historical information from your Old National HSA, such as your transaction history and tax statements, will not be available at UMB. If you wish to retain historical information from your Old National HSA, you must do so before November 18, 2022. After November 18, 2022, requests for historical account information should be directed to Old National.

How will the transition from Old National to UMB impact my account statements?

Your final Old National HSA monthly account statement will be mailed after November 18, 2022, and will detail the activity on your Old National HSA from November 1st through the date of the transfer to UMB, November 18, 2022. You will receive your final annual Fair Market Value Statement from Old National in January 2023 detailing your contribution and distribution activity made through November 18, 2022.

Beginning January 1, 2023, you will also receive your first UMB HSA account statement, detailing the activity that occurred on your UMB HSA after November 18, 2022, through the end of the HSA account statement cycle, December 31, 2022. UMB will provide HSA account statements on a quarterly basis by mail or, if you consent, in an electronic format, via email.

Your new UMB HSA will default to providing paper statements. You may update your statement preference anytime using UMB's Healthcare Online Banking Portal or by contacting the UMB Healthcare Service Center at 1-833-537-3873.

How will Old National's resignation impact access to my investments²?

If your Old National HSA includes investments, you will receive additional information by mail in the coming days describing how the transition will impact your HSA investment assets. Please review this information carefully, as it will include the terms applicable to UMB's HSA investment account and describes any action(s) you may be required to complete throughout the transition process.

For most, no action will be required, as HSA assets held in investment products will be transferred from Old National to UMB in-kind. An in-kind transfer refers to a process through which assets are transferred "as-is", eliminating the need for customers to sell and re-purchase investment assets when an account is transferred between HSA custodians.

2

Investments in securities are:
Not FDIC Insured • May Lose Value • No Bank Guarantee

How will the transition impact my tax statements?

For the 2022 tax year, you will receive two (2) sets of tax documents for your HSA.

Old National will mail 2022 HSA tax documents that include the time Old National was the custodian of your HSA during the 2022 tax year. Tax statements will be mailed to the address associated with your Old National HSA as of November 18, 2022. If you need to update your mailing address after November 18, 2022, please contact Old National.

UMB will provide HSA tax documentation for the time UMB was the custodian of your HSA during the 2022 tax year. Please consult with your accountant or tax professional to understand more about HSA tax documentation.

Will my beneficiaries transfer from Old National to UMB?

No. You will need to establish new or reestablish your existing HSA beneficiary, or beneficiaries, after your HSA is transitioned to UMB on November 21, 2022.

You can add a beneficiary to your UMB HSA using UMB's Healthcare Online Banking Portal or by completing the Beneficiary form available on UMB's Healthcare Online Banking Portal and returning the Form to UMB.

For your convenience, the Beneficiary form is available to you in advance at hsa.umb.com/hsaauthority. You may also request a copy be mailed to you by contacting the UMB Healthcare Service Center at 1-833-537-3873.

Can I add authorized signers to my UMB HSA?

No. To ensure the privacy of your personal health information and the security of your account, UMB does not allow non-accountholders to obtain HSA account information or access HSA funds.

You may request UMB HSA debit cards for qualified family members and dependents using UMB's Healthcare Online Banking Portal or by contacting the UMB Healthcare Service Center at 1-833-537-3873 after November 21, 2022.

What if I do not want my Old National HSA to transfer to UMB?

If you do not wish to have your Old National HSA transferred to UMB, you must complete one of the following actions on or before November 4, 2022.

1.) Transfer your Old National HSA to another qualified health savings account custodian

To request your Old National HSA be transferred to another qualified HSA custodian, please contact the custodian you wish to have your HSA transferred to, as the HSA custodian receiving your HSA is required to initiate the custodial transfer process.

Please note, all HSA investment assets must be liquidated before the transfer to the new HSA custodian can be completed.

2.) Close your Old National HSA and request the funds be distributed to you

To request your Old National HSA be closed and the funds in the HSA be distributed to you, please contact Old National. Please note, liquidating, or closing, your Old National HSA may result in a fee and/or affect your tax liability. Contact your tax professional for more information regarding your tax liability.

What happens if I do nothing?

If you do nothing Old National will appoint UMB as your new HSA custodian effective November 18, 2022, and



the balance of your Old National HSA will be transferred to your UMB HSA.

It has been our pleasure to serve you and to continue serving you in the future.

If you have additional questions about your existing Old National HSA or events occurring prior to November 18, 2022, please contact Old National at 888-472-8697.

If you have additional questions regarding your new UMB HSA or events occurring after November 18, 2022, please contact UMB Customer Care at UMB Healthcare Services Customer Center at 1-833-537-3873. Agents are available to assist you from 7 a.m. – 7:30 p.m. CT Monday through Friday and 8 a.m. – 5 p.m. CT on Saturday.

Sincerely,

Old National Bank, member FDIC

UMB Bank, n.a., member FDIC

UMB BANK, N.A. HEALTH SAVINGS ACCOUNT CUSTODIAL AGREEMENT (RETAIN FOR YOUR RECORDS)

This agreement is made between UMB Bank, n.a. (referred to herein as "we," "us" or the "Custodian") and the individual person (referred to herein as "you" or the "Customer") who completes our HSA enrollment process and satisfies the other requirements we establish in order to open a Health Savings Account ("HSA") with us. We comply with Section 326 of the USA Patriot Act, which requires us to collect and verify certain information about you when processing your account application. We collect your personal information from you and other sources, such as credit bureaus, affiliates or other companies. You are establishing this Health Savings Account under Section 223(a) of the Internal Revenue Code (the "Code") exclusively for the purpose of paying or reimbursing your qualified medical expenses or those of your spouse and dependents. You represent that, unless this account is used solely to make rollover contributions, you are eligible to contribute to this HSA; specifically, that: (1) you are covered under a High Deductible Health Plan (HDHP); (2) you are not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) you are not enrolled in Medicare; and (4) you cannot be claimed as a dependent on another person's tax return. You have made (or may make) an initial cash contribution to the custodial account as specified during the HSA enrollment process. The initial deposit, any additional contributions, and any earnings thereon shall be subject to the terms of this agreement. Customer and Custodian make the following agreement:

ARTICLE I

- Your HSA Custodial Account with UMB Bank, n.a. consists of all funds you, your employer, a family member or any other person contributes to your HSA, all investments you make with or through Custodian using those funds, and all earnings on those funds. Contributions must be made in cash and must be delivered to us in a manner acceptable to us.
- We may refuse to accept contributions to the Custodial Account that exceed the maximum annual contribution amount for family coverage plus the catch-up contribution as established by the Internal Revenue Service of the United States of America (the "IRS").
- Contributions for any tax year may be made at any time before the deadline for filing your federal income tax return for that year (without extensions).
- Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) are not subject to the maximum annual contribution limit set forth in Article II.
- Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit stated in Article II.

ARTICLE II

- The maximum annual contribution limit for a Customer is an amount established by the IRS for each year (depending on whether you have single coverage or family coverage). These limits are subject to cost-of-living adjustments each year.
- Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
- Certain additional catch-up contributions may be made for a Customer who is at least age 55 or older and not enrolled in Medicare.
- Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, catch-up contributions are not subject to an excise tax.
- We will treat any contribution made between January 1 and April 15 as a contribution for the current taxable year unless you provide written notice to us at the time of the contribution that the contribution is for the preceding taxable year.

ARTICLE III

- It is your responsibility to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, you agree to notify us that there exist excess contributions to the HSA. It is your responsibility to request the withdrawal of the excess contributions and any net income attributable to the excess contributions. There will be a service charge for any request to withdraw excess contributions made using a written UMB Withdrawal Form. Please see your Health Savings Account Terms and Conditions for details.

ARTICLE IV

- Your interest in the balance in this custodial account is nonforfeitable.

ARTICLE V

- All contributions to your HSA will be made to an interest-bearing deposit account at UMB ("HSA Deposit Account").
- You agree that we are only acting as Custodian. You understand that we are not providing investment advice by offering the HSA or the HSA Deposit Account and that we do not express any opinion on whether it is suitable for you to hold contributions in, or make contributions to, the HSA Deposit Account.
- You may have an investment option as part of your HSA. If you want to utilize any investment option you must execute a separate agreement and separate terms and conditions will govern your investment option. The terms and conditions for any investment option will describe the fees UMB may receive, if any, in connection with those investments, the specific investments available to you and a general description of such investments, any minimum balance requirements for participating in such investments, how you may select individual investments, and other important disclosures. If you have an investment option the terms and conditions applicable to that investment option are available through your HSA online platform. You agree that you have the sole and exclusive right to direct investment of your HSA account balance.
- You agree that we have no discretion to act on your behalf. We are not responsible or liable for any investment decision you make or any investment loss you may suffer. We are not responsible for any loss that results when we do not act because you did not direct us to take an action. You agree to hold us harmless and to indemnify and defend us against any and all claims arising from and liabilities incurred by reason of any action we take in good faith under this agreement. You also agree that we are not liable for and you will hold us harmless for the acts and omissions of third parties, including those we select, to the extent permitted under applicable law.
- When investments in the investment account are liquidated, the funds must be credited back to your HSA Deposit Account. If we receive an investment instruction that we do not understand, we will make reasonable efforts to contact you promptly to clarify your instruction. However, we will hold your contributions in the HSA Deposit Account until we receive clarification from you, without liability for loss of income or appreciation and without liability for interest or dividends or for market losses.
- No part of the custodial funds in this HSA may be invested in life insurance contracts or in collectibles as defined in Section 408(m) of the Code.
- The assets of this HSA may not be commingled with other property except in a common trust fund or common investment fund.
- Neither we nor you will engage in any prohibited transaction with respect to the account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in Section 4975 of the Code).

ARTICLE VI

- Distributions of funds from this HSA may be made upon your direction, subject to the limitations described in any product-related materials that may be provided to you as part of the enrollment package or as otherwise permitted by us. A transfer of funds from your HSA Deposit Account to another investment made available through Custodian is not considered a "distribution," and remains subject to this Custodial Agreement.
- Distributions from this HSA that are used exclusively to pay or reimburse your qualified medical expenses or those of your spouse or dependents are not subject to Federal income tax. However, distributions that are not used for qualified medical expenses are included in your gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after your death, disability, or reaching age 65.
- We are not required to determine whether any distribution is for payment or reimbursement of qualified medical expenses. Only you are responsible for substantiating that the distribution is for qualified medical expenses. You must maintain records sufficient to show, if required, that the distribution is tax-free. You assume full responsibility for determining the tax consequences of any distribution.
- You represent and warrant that each distribution initiated by you or by any person authorized to make withdrawals from the account will be a "normal distribution" (i.e., for qualified medical expenses) for purposes of our tax reporting to the Internal Revenue Service ("IRS"), unless you give us written notice to the contrary within 7 days following such distribution. Unless we have received such written notification, we will report each such distribution to the IRS as a normal distribution.

ARTICLE VII

- If you die before the entire interest in the HSA is distributed, the entire HSA will be disposed of as follows: (1) if the beneficiary is your spouse, the HSA will become your spouse's HSA as of the date of your death (subject to our consent and your spouse's completion of applicable documents we may require); or (2) if the beneficiary is not your spouse, the HSA will cease to be an HSA as of the date of your death. If the beneficiary is your estate, the fair market value of the HSA as of your date of death is taxable on your final return. For other beneficiaries, the fair market value of the HSA is taxable to that person in the tax year that includes your date of death.
- You have the right at any time, and from time to time, to designate one or more beneficiaries to whom distribution of the HSA shall be made upon your death. To be valid, any such beneficiary designation must be delivered to us prior to your death on a form provided by or acceptable to us. Any designation of beneficiary form that you file with us will apply to all funds in your HSA. This includes funds in your HSA Deposit Account as well as any other investments you make through us with your HSA. You may revoke any such beneficiary designation at any time, and a designation will be automatically revoked upon receipt by us of a subsequent beneficiary designation in valid form bearing a later execution date.
- In the absence of a valid beneficiary designation on file with us at the time of your death, or if all of the designated beneficiaries shall have predeceased you, we will, upon notice of your death, distribute the custodial account to your estate.
- We have no duty, obligation or responsibility to make any inquiry or conduct any investigation concerning the identification, address, or legal status of any individual or individuals alleging the status of beneficiary nor to make inquiry or investigation concerning the possible existence of any beneficiary, claim, or election not reported to us prior to the distribution of the account. Upon full and complete distribution of the custodial account pursuant to the provisions of this Article, we shall be fully and forever discharged from all liability respecting such account.
- We may presume that a beneficiary is legally competent until we receive written notice to the contrary. Whenever any distribution hereunder is payable to a person known by us to be a minor or otherwise under a legal disability, we in our sole discretion may make all or any part of such distribution to: (1) a legal guardian or conservator for such person; (2) a custodian under the Uniform Transfers to Minors Act, including any person or entity designated as such by us if such designation is permitted by applicable law; (3) a parent of such person; or (4) such person directly.

ARTICLE VIII

- You agree to provide us with information necessary for us to prepare any report or return required of a custodian by the IRS.
- We agree to prepare and submit any report or return as prescribed by the IRS for custodians of HSAs.
- Except for any reporting requirements placed on custodian by the IRS, you have complete responsibility for reporting to the IRS all contributions to and distributions from the HSA, and for the tax consequences of all such contributions and distributions, including but not limited to rollovers, transfers, excess contributions and prohibited transactions. You acknowledge that we have not, and will not, provide any tax advice in connection with the HSA, and that you should consult with your own tax advisor for any such advice.
- You are responsible for the payment of any taxes or penalties of any kind that may be assessed against the HSA.
- You acknowledge that our reports to the IRS will be based on information furnished by you, and you agree to indemnify us for any liabilities, taxes, interest or penalties we incur as a result of filing a report based on incorrect or insufficient information you furnish.

ARTICLE IX

- This agreement will be amended by us from time to time to comply with the provisions of the Code or IRS published guidance, and any such amendment may be made retroactively and without your consent. We may also amend this agreement by sending notice of an amendment to you. You will be deemed to have consented to any such amendment unless you notify us in writing within thirty (30) days from the date we mail the amendment to you, and you thereafter transfer your account to a new custodian promptly.

ARTICLE X

- We may resign at any time for any reason upon 10 days' written notice to you. Upon such resignation, you may appoint another qualified HSA custodian to whom the HSA assets shall be delivered. If you have not instructed us to deliver the HSA assets to a successor custodian within 10 days of our notice of resignation, we will pay the HSA assets to you.
- If any provision contained in this agreement is or at any time should become inconsistent with any present or future law, rule or regulation governing HSAs, that provision shall be deemed to be superseded or modified to conform to such law, rule or regulation, but in all other respects this agreement shall continue in full force and effect. Likewise, if any provision of this agreement should be held invalid or unenforceable, such invalidity or unenforceability shall attach only to such provision, and the remainder of this agreement shall be carried out as if such invalid or unenforceable provision were not contained herein.

ARTICLE XI

- All questions arising with respect to the provisions of this agreement shall be determined by application of the laws of the State of Missouri except to the extent Federal law supersedes Missouri law.

ARTICLE XII

- Your HSA Deposit Account is FDIC-insured to the extent provided by law and is governed by the terms of the Health Savings Account Deposit Account Terms and Conditions, which are printed below. The Deposit Account Terms and Conditions are incorporated herein by reference.
- For the fees specified in the Health Savings Account Deposit Account Terms and Conditions, we provide the services specified herein and in the Deposit Account Terms and Conditions.
- You should be aware that these other investments (other than your HSA Deposit Account):
 - 1) are not deposits or obligations of, and are not guaranteed by UMB or any other financial institution;**
 - 2) are not insured by the FDIC or any other government agency; and**
 - 3) involve investment risks, including the possible loss of principal.**

UMB BANK, N.A. HEALTH SAVINGS ACCOUNT DEPOSIT ACCOUNT TERMS AND CONDITIONS
(RETAIN FOR YOUR RECORDS)

These Deposit Account Terms and Conditions (the “**Terms**”) govern the operation of your HSA Deposit Account with UMB Bank, n.a. (the “**Deposit Account**”), and include the contractual provisions governing your Deposit Account. For purposes of this document, “**we**”, “**us**”, “**our**” or “**the Bank**” refer to UMB Bank, n.a., which holds your Deposit Account. “**You**” or “**your**” and “**Account Owner**” refer to the account owner in whose name the Deposit Account is opened, as established in our account records based on information submitted to us during the enrollment process; the terms “**you**” and “**yours**” also refer to any other person named as an Additional Authorized Signer or Additional Authorized User based on information provided to us during the enrollment process or in a subsequent authorization. By completing the enrollment process and opening an HSA, you agree to all of the terms and agreements set forth below concerning your Deposit Account.

Account Owner and Additional Authorized Users.

A Deposit Account is a single ownership account in the name of the Account Owner as shown on the enrollment form for the Deposit Account. The Account Owner has the right to designate one or more beneficiaries that are entitled to funds in the Deposit Account upon the Account Owner’s death. Any designation of beneficiary must be on a form that we provide or that is acceptable to us and is binding on us only when we receive it.

The Account Owner may authorize another person, such as a spouse, to withdraw funds from the Deposit Account by any means available to the Account Owner (an “Additional Authorized User”). If an Additional Authorized User is named during our enrollment process or in a subsequent authorization, we will issue an additional debit card in the name of the Additional Authorized User that can be used to access the Deposit Account. The Account Owner is responsible for all transactions on the Deposit Account conducted by an Additional Authorized User. The Account Owner may revoke the right of any Additional Authorized User to write checks on the Deposit Account or to access the Deposit Account by using a debit card. You should provide any such revocation to us in writing, and the Bank has a reasonable period of time to act after receiving the notice. We may provide information about your Deposit Account to any Additional Authorized User.

We may decide, on the death of the Account Owner, to close the Deposit Account. Upon the death of the Account Owner, we retain the right to require that any beneficiary provide proof of identity. The Deposit Account may cease to qualify as a health savings account and the beneficiary may incur tax consequences in connection with receiving the funds. Consult your personal tax advisor for any questions.

Deposit Account

The Deposit Account is an interest-bearing account composed of two distinct sub-accounts. Please refer to the section below titled “Subaccounts” for a more complete discussion. Please see the section below entitled “Interest” for specific information about the rates of interest and annual percentage yields applicable to your Deposit Account. These rates, fees and terms apply only to health savings accounts at the Bank reserves the right to require seven (7) days written notice of an intended withdrawal from your Deposit Account.

Deposits and Withdrawals

You may make an unlimited number of deposits to your Deposit Account. Deposits may be made by check or direct deposit. We may also offer other means of making contributions to your Deposit Account, such as by electronic transfer from another account you hold. See the Electronic Fund Transfer disclosures below. The terms of your Health Savings Account Custodial Agreement and the U.S. tax law limit the total dollar amount of deposits that may be made to your Deposit Account with respect to any tax year in order to maintain favorable tax treatment as a health savings account. The Bank may refuse to accept contributions to the Deposit Account that the Bank in good faith believes would exceed the maximum annual contribution amount for persons having family coverage plus the catch-up contribution as established by the Internal Revenue Service. The Bank is not required to monitor your deposits for purposes of determining whether you have exceeded the allowable deposit limits each year.

You should not make deposits of cash through the mail. If you do, you assume all risk that the deposit may be lost before it reaches us. In the event of a dispute as to the amount of cash that we receive, our determination of the amount will be assumed to be correct if we have followed our normal procedures for verifying cash deposits. If you deposit a check to your Deposit Account through the mail, you should endorse the check “For Deposit Only” and sign it. If you want to make a deposit by writing a check drawn on another account you have, you should make the check payable to yourself, and on the back side, endorse it as stated immediately above.

The average daily balance calculated for your Deposit Account does not include any balance held in your investment account.

If you have agreed to contributions from your earnings, your benefits administrators or its banking partners will be provided with your account number for the purpose of depositing contributions.

If you have arranged to have direct deposits made to your Deposit Account at least once every 60 days from the same person or company, you can call us at the phone number shown at the end of the Regulatory Disclosures below under “UMB Contact Information” to find out whether or not the deposit has been made.

You may make an unlimited number of withdrawals from your Deposit Account. Withdrawals may be permitted by check or debit card, depending upon your particular account and by certain other electronic fund transfers. See the Electronic Fund Transfer disclosures, below. Withdrawals that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. We have no duty to review your withdrawals to determine if they are used for proper purposes. Please refer to your Health Savings Account Custodial Agreement for additional details.

When we accept deposits and issue receipts or statements, the deposits and receipts and statements are subject to later verification and correction, if necessary. As a matter of practice, we process deposits to your Deposit Account before checks or other debit items presented for payment are processed. We, in our sole discretion, may determine the order in which checks or other debit items are paid, which could include payment based upon the amount of the checks or other items (for example, payments of checks issued for larger amounts prior to checks issued for smaller amounts).

You may also use the debit card provided with your Deposit Account to withdraw cash from your Deposit Account at automated teller machines (“ATM’s”). There will be a service fee for each withdrawal you make at an ATM which is outside the UMB network of ATMs. Please refer to the Schedule of Fees and Charges. Other fees may be charged by the ATM operator or networks used to make the withdrawal.

Foreign Exchange Transactions

The exchange rate we use for foreign exchange transactions may include a spread, commissions, or other costs that we, our affiliates or vendors charge in providing foreign exchange to you. The exchange rate may vary among customers depending on your account type and the additional banking services you have enrolled in with us, the type of transaction being conducted, the dollar amount, type of currency, and the date and the time of the exchange. You should expect that these rates will be less favorable than rates quoted online or in publications. Debit card transactions, including cash withdrawals and purchases, that occur outside of the United States may be converted to U.S. dollars and subject to an exchange rate that is selected by the networks that process the transaction or the government that issues or controls the currency in that country on the date it processes the transaction. Debit card transactions that occur outside the United States include, but are not limited to, purchases made while you are in the United States but are made with a merchant who processed the transaction in a foreign country or using a foreign currency. The processing date on which the exchange rate is applied may differ from the date you used your card.

Wires

From time to time your Deposit Account may be debited or credited for a wire transfer of funds that you send or receive. The wire transfer will be subject to our existing wire transfer authorization requirements and separate terms and conditions. The wire transfer will also be subject to all applicable laws, regulations and rules governing the use of any system which funds may be transmitted to make the wire transfer. There will be a service fee for each wire transfer debited or credited to your Deposit Account. Please refer to the Schedule of Fees and Charges.

Checks (If Check Access is Provided)

We are not required to honor any restrictive legend on checks that you write. We have no liability by reason of our payment of a check prior to the date reflected on the check unless you have given us reasonable advance notice and have followed the procedures for (and pay the fees associated with) a stop payment order as provided for below under “Stopping Payment.”

Personalized checks may be ordered from us if you have the check-writing option. We may deduct the cost of your personalized checks from your Deposit Account. You must verify the accuracy of all information on your printed checks. Our liability, if any, for any printing errors on checks obtained through us is limited to the cost of replacement. We are not liable for losses you may incur due to printing errors on checks not obtained through us or approved by us in advance. To ensure that we are able to provide quality check processing services to you, we may require you to use a check printer that meets technical standards for checks that are acceptable to us.

Consistent with the practice of other banks, our procedures may not provide for the sight examination of checks with a face amount below an amount determined by us from time to time. When acting in accordance with those procedures, we will not be deemed to have failed to exercise ordinary care even though we do not make a sight examination of a check. We will not be deemed to have failed to exercise ordinary care if an item is forged or altered so cleverly that a reasonable person would not detect the forgery or alteration. We are not required to pay any check presented more than six months after its date. However, we may pay those items if we do so in good faith. You agree that we are acting in good faith in paying such an item unless there is in effect on our system a Stop Payment Order for that item. We are not responsible for any loss to you caused by an event that is beyond our control.

Authorizing Others to Create Checks or Drafts Drawn on Your Account. If you voluntarily provide information about your Deposit Account, such as your account number and our transit routing number, to any other person seeking payment from you, and the person creates a paper check or draft for collection through the check collection system, we may pay the resulting item even if it does not contain your signature. (A check or draft created by a third party based on your verbal authorization that does not contain your signature is sometimes called a “preauthorized draft” or “remotely created check.”) **You should exercise caution, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.**

You must notify us of any claim that a preauthorized draft or remotely created check created by a third party and charged to your Deposit Account was not authorized or that the amount of the item was different than what you authorized within sixty (60) days of when the item first appeared on your Deposit Account statement. If you make a claim about the item within that time period, we will forward the claim to the bank that first deposited the check for collection, and will provide you any refund that we receive. If we are unable to recover the amount from the bank of first deposit because you do not make the claim within the required time period, we may not be able to recover the amount from the bank where the items was first deposited. If we cannot recover the funds from the bank of first deposit, we will not refund the money to you, even if you claim the item was unauthorized. We are not otherwise responsible for any loss you may incur on such an item.

Check Imaging. We will convert all checks and other paper items paid from the Deposit Account to an image format. An image of the item, or for some account and/or statement types, only a description of the item, will be provided on your statement. If your checks are converted to an ACH by a third party, we will not receive images of the checks and only a description of the ACHs will appear on your statement. We will retain images of your paid checks for as long as legally required. You agree that we will not be liable for destruction of the original item. You can obtain a copy of a check by requesting it and providing your account number, the check number, and the amount. If you contact us to request a copy of a check, there will be a service fee. Please see the Schedule of Fees and Charges for details. Your obligation to review your statement and report any errors is not affected by the fact that we provide an image or description of the check or other item on the statement rather than returning the original to you.

Statements, Statement Cycles and Reporting Errors

Unless you have requested to receive your Deposit Account statements from us only in electronic form, you will receive an account statement for your Deposit Account through the U.S. mail on a quarterly basis. There will be a service charge for each paper account statement we prepare for you. Please see the Schedule of Fees and Charges for details. However, you can also receive information about your account transactions by visiting the website address printed on your debit card. Your statement will show the amounts you have deposited, information about the checks written on the Deposit Account that have been paid, debit card transactions paid, other debits to the Deposit Account, service charges deducted from the Deposit Account, and interest earned for the period covered by the statement. To ensure receipt of your statement, we may update your mailing address as required by notification from the US Postal Service or as otherwise required by law.

If you have consented to receive your account statements electronically instead of in paper form, you agree that the electronic notice that we send to the e-mail address you provide to us which advises you of the availability of your statement will constitute your receipt of the statement itself, and we will not be required to provide you with regular paper statements through the US Postal Service. You must promptly go to the website address we provide and review your statement when you receive the notice.

If you believe any statement you receive contains an error or includes an unauthorized transfer from your Deposit Account, please notify us immediately. You must examine, upon receipt, all statements or electronic statement information and report any errors or irregularities to us within thirty (30) days of your receipt of the statement or within thirty (30) days of your receipt of notice of the availability of your electronic statement information. Otherwise, your Deposit Account statement will be deemed to be correct and you may not recover from us any amounts that you later claim were improperly deducted from your Deposit Account. Different rules apply to electronic fund transfers that you claim were unauthorized or processed in error. You should refer to the Electronic Fund Transfer disclosures below, or the Cardholder Agreement that accompanies your debit card, if applicable, for rules concerning electronic transfers.

You must bring any legal action against us to recover any amount alleged to have been improperly paid out on your Deposit Account within one (1) year after the date the statement containing the allegedly improper payment was made available to you, or you will not be entitled to recover the payment from us.

We will convert all checks and other paper items paid from your Deposit Account to an image format. An image of the item, or for some account types, only a description of the item, will be provided on your statement or in your electronic statement. We will keep the originals for a limited period of time, but images will be retained for as long as legally required. If an image of your check or other paper item (instead of the original) is made available, you agree that we will not be liable for destruction of the original. You can obtain a copy of a check or image by requesting it and providing your Deposit Account number, the check number, and the amount. Your obligation to review your statement and report any errors is not affected by the fact that we provide an image or description of the check or other item on the statement or within the electronic statement information rather than returning the original to you.

Insufficient Funds

It is your responsibility to know if there are sufficient funds in your Deposit Account before you write a check, make a withdrawal at an ATM, make a purchase with your debit card, or issue, initiate or authorize any payment from your Deposit Account. It is important that you carefully monitor your available balance and current balance, and promptly record in your account register all deposits and all items that you issue, initiate, or authorize for payment from your Deposit Account. You should never assume that you can make a covering deposit to your Deposit Account before an item will be presented to us for payment—items are often presented to us for payment very quickly and funds from your covering deposit may not be immediately available for withdrawal. You will incur, and we may debit from your Deposit Account, an insufficient funds charge for each item returned for insufficient funds. Please see your Schedule of Service Fees and Charges for details. You can avoid insufficient funds charges by making sure that your available balance is always sufficient at the time all items, withdrawals, and payment transactions are presented to us for payment (including items that you have authorized but have not yet been presented to us for payment.) If your available balance is not sufficient to cover an item at the time of posting, we will return the item to the payee as unpaid for insufficient funds. After an item, such as a check or ACH transaction, is returned due to insufficient funds, the Bank may receive one or more additional requests to pay the intended payee. Each subsequent request is a separate item, and the Bank may assess and debit an insufficient funds charge for each request. You agree that we will not be liable if we dishonor your other items because of insufficient funds in your Deposit Account resulting from our assessing and debiting insufficient funds charges, or because of the order in which we pay your items, or because of authorization hold(s). Charges for items we return for insufficient funds are subject to a daily maximum as established by the Bank.

Returned Deposited Items

If a check or other item is deposited to your Deposit Account or cashed and is later returned unpaid to us by the financial institution upon which it is drawn, the amount of the check or other debit will be deducted from your Deposit Account. Any interest earned on your deposit evidenced by such returned item or check may be deducted from your Deposit Account. There will be a service charge for each returned check or other debit item. Please see the Schedule of Fees and Charges for details.

Stop Payment Requests

If you want to stop payment of a check, you may do so if we receive your verbal or written stop payment order within a reasonable time before we have paid the check. If you give us verbal instructions to stop a payment, you must mail or deliver to us written confirmation of the stop payment order within 14 days or the order may be cancelled. Stop payment authorizations expire six (6) months after the date we first receive your stop payment order. There will be a service charge for each such stop payment order. Please see the Schedule of Fees and Charges for details. Your written stop payment order should include the following information: the name of the Account Owner, the Deposit Account number, the name of the person who signed the check, the name of the party to whom the check or other item was made payable, the date and amount of the check, the check number, and your name. The Bank assumes no liability for failure to stop payment on a check or draft if any of the information is incorrect or incomplete. If we honor your stop payment order, you agree that you will hold us harmless for all expenses you or we incur on account of the stop payment order. You further agree that if, contrary to such stop payment order, payment is nevertheless made through inadvertence, accident or oversight, the Bank's liability will be limited to the face amount of the check or other debit, and the Bank will not be liable with respect to other items drawn by you which are returned for insufficient funds because of such payment.

Excess Contribution Distributions

If you determine your contributions exceed the applicable maximum annual contributions permitted by the Internal Revenue Service you may request UMB return the excess contributions by submitting to UMB a completed UMB HSA Withdrawal form indicating the amount of the excess contribution you wish to have returned to you via paper check. There will be a service charge for each UMB HSA Withdrawal form submitted. Please see the Schedule of Fees and Charges for details. You may also use UMB's Healthcare Online Banking Portal to request a return of excess contributions. There is no fee for an excess contribution distribution completed using UMB's Healthcare Online Banking Portal or for excess contributions not posted to your HSA at our discretion and returned to the originator.

Dormant and Inactive Accounts and Escheat Laws

A Deposit Account is "inactive" when there is no customer-initiated activity on the Deposit Account for 18 months unless state law prescribes a different period. Examples of customer-initiated activity include making a deposit, withdrawing funds, or making a one-time debit card payment. Examples of activity which is not customer-initiated activity include automatic recurring payments, interest, account fees and charges or employer contributions. The Deposit Account will remain in an inactive status until you resume customer-initiated activity on the Deposit Account. A Deposit Account is "dormant" when there is no customer-initiated activity or customer contact for a period of 24 months unless state law prescribes a different period. For your protection, if your Deposit Account is dormant access to your Deposit Account will be restricted until you re-establish contact with us. If your Deposit Account is inactive, there will be an inactive account charge unless prohibited by law. Please see the Schedule of Fees and Charges for details. The Deposit Account will remain subject to other applicable service fees and charges as long as it remains open.

If your Deposit Account remains dormant for a period of time specified by applicable law, we must deliver your Deposit Account funds to the state where you reside under a process known as escheatment. If you reside in a foreign country or a U.S. Territory, the funds will be escheated to the State of Missouri. Upon delivery of the funds to the state, your Deposit Account will be closed and will no longer accrue interest. To recover these funds, you must file a claim with the state to which the funds were remitted.

Closing or Transferring Accounts

You have the right to close or transfer your Deposit Account at any time, subject to giving any prior notice that may be required by law. There will be a service fee when you close or transfer the Deposit Account. Please see the Schedule of Fees and Charges for details. If you decide to close or transfer the Deposit Account, you should stop writing checks on the Deposit Account immediately. All checks written on the Deposit Account that are received for payment by us after the account is closed or transferred will not be paid, but will be returned to the party seeking payment with a notation that such account has been closed.

We have the right to close your Deposit Account, by giving you ten days written notice mailed to your address of record. There will not be a service charge if we exercise our right to close your Deposit Account. We are not required to give you advance notice if we decide to close your account because of improper or unsatisfactory account activity or if you have not complied with these Terms or any other agreements we have with you.

IRS Reporting and Withholding

In the event you do not provide us with your correct taxpayer identification number as required by Internal Revenue Service Form W-9, you will be subject to the backup withholding requirements of the Internal Revenue Code. Additionally, there are other reasons set forth in the Internal Revenue Code for which you may be subject to backup withholding. If you are subject to backup withholding, we will deduct the required amount from interest paid on any accounts you hold with the Bank and report this to you and to the Internal Revenue Service. In any event, we will report to you and to the Internal Revenue Service the amount of interest earned during each calendar year you maintain an interest bearing account with us.

Amendments

Subject to applicable provisions of law, we may change these Terms upon notice to you.

Applicable Law; Consent to Jurisdiction

These Terms are governed by and will be interpreted under the laws of the state where your account is opened, which is the State of Missouri. Any lawsuit against us regarding your account must be brought in a proper federal or state court in Missouri. You consent to the jurisdiction of the courts of Missouri in any suit related to your rights or obligations arising from maintaining your account with us.

Subaccounts

In order to allow the Bank to manage reserve requirements imposed by Federal Reserve Board Regulation D and to control costs, your Deposit Account consists of two subaccounts, a transaction subaccount and a non-interest-bearing savings subaccount. Although we maintain these subaccounts as two separate (but related) accounts on our books and records, the subaccounts are combined on your statement and when you access your account electronically. Your statement will reflect a single balance and will not show internal transfers (discussed in the next paragraph) between the transaction subaccount and the non-interest bearing savings subaccount. Our maintaining separate transaction and savings subaccounts for your Deposit Account does not affect the amount of your FDIC insurance, the interest you earn, or any other feature of your account as described in these Terms and the Regulatory Disclosures below.

The Bank reserves the right to periodically reallocate balances between the transaction subaccount and the non-interest bearing savings subaccount. Should your transaction subaccount balance exceed a threshold amount, all funds in the transaction subaccount in excess of that amount may be transferred into the savings subaccount. As funds in the savings subaccount are needed to pay checks or other items presented against your transaction subaccount, they will be transferred back into the transaction subaccount. Transfers into the transaction subaccount will be made up to five times per statement cycle. If a sixth transfer is needed in any statement cycle, the entire balance of the savings subaccount will be transferred into the transaction subaccount. The threshold amount is set by the Bank and may be changed at any time at the Bank's discretion.

Although the Bank has no current intention of exercising this right, federal regulations require the Bank to reserve the right to require at least seven days written notice of withdrawal prior to transfer of any funds from the savings subaccount. You may only access the savings subaccount through transactions on the transaction subaccount. This treatment of subaccounts applies only to your Deposit Account and does not apply to other investments you may make through your Deposit Account.

REGULATORY DISCLOSURES**Schedule of Fees and Charges**

You are responsible for the payment of the fees set forth in our Schedule of Fees, below. However, in some instances, the fees, or a portion thereof, may be paid by an employer, plan service provider, or insurance carrier. To the extent that the fees are not paid by another entity, we will deduct the fees from your Deposit Account. These charges are subject to change by us at any time (including, but not limited to, the expiration of your high deductible health plan), upon notice to you as required by applicable law. You should consider ways to manage your Deposit Account to minimize or avoid fees and charges.

Inactive Account	\$5.00 (per calendar month)
Insufficient Funds	\$25.00 (per item)
Returned Deposited Item	\$3.00 (per item)
Stop Payment Request	\$20.00 (per item)
Excess Contribution Distribution (manual form)	\$15.00 (per distribution)
Account Closing/Transfer	\$25.00
Non UMB Affiliated ATM Withdrawal	\$2.50 (per transaction)
Wire Transfer	\$15.00 (per transaction)
Check Copies	\$10.00 (per copy)
Quarterly Paper Account Statement (not applicable if you elect e-statements)	\$1.50 (per statement)

Other Fees

In addition to the fees described above, we receive interchange fees from third parties in connection with debit card transactions. Interchange fees are typically assessed against the merchant or other service provider when the card is used. The portion of the interchange fee we receive may vary, but is currently less than 100% for such card transactions. Neither you nor we are responsible for the payment of any interchange fee other than as may be associated with the payment to the merchant for purchases you make with the Deposit Account debit card. We or our administrative contractors may also receive additional compensation in the form of commissions or marketing payments from the card networks. You agree that we and/or our administrative contractors may keep, as additional compensation for the custodial and related administrative services we provide, any such compensation or interchange related revenue from the use of such Deposit Account debit cards.

FUNDS AVAILABILITY**Availability**

Generally, our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. (There may be some exceptions (See "Longer Delays May Apply" and "Special Rules for New Accounts" below). Electronic direct deposits (such as an ACH credit transfer from your employer) will be available on the day we receive the deposit. Electronic debit transfers from another deposit account to your Deposit Account (such as a transfer made using website tools) will generally be available within five (5) business days after the day you enter the transfer online. Once your deposits are available, you can withdraw the funds in cash and we will use the funds you deposit to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and Federal holidays. The close of each business day varies but will be no earlier than 2:00 p.m. Central Time. If you make a deposit before the close of business on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until up to the second business day after the day of your deposit. However, the first \$225 of your deposit will be available on the first business day.

Under the following circumstances, funds you deposit by check may be delayed up to five days in addition to the maximum two-day delay explained in the preceding paragraph:

- We believe a check you deposit will not be paid. (The first \$225 will not be made available on the first business day.)
- You deposit checks totaling more than \$5,525 on any one day. The first \$225 will be made available on the day of your deposit.
- You redeposit a check that has been returned unpaid. (The first \$225 will not be made available on the first business day.)
- You have overdrawn your Deposit Account repeatedly in the last six months. (The first \$225 of your deposit will not be made available on the first business day.)
- There is an emergency, such as failure of communications or computer equipment. (The first \$225 of your deposit will not be made available on the first business day.)

We will tell you at the time you make a deposit if we are not going to make all of the funds from your deposit available the business day after the day of your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees (for example, if you mail your deposit), or if we decide to take this action after you have left the premises, we will mail you the notice by the business day following the day we receive your deposit. You should ask us when the funds will be available if you will need the funds from a deposit right away.

Special Rules for New Accounts

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

- Funds from electronic direct deposits into your account will be available on the day we receive your deposit.
- Funds from wire transfers into your account will be available on the first business day after the day we receive the transfer.
- Funds from deposits of cash will be available on the first business day after the day we receive the deposit.
- The first \$5,525 from a deposit of U.S. Treasury checks will be available on the first business day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the ninth business day after the day of your deposit.
- Funds from deposits of the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's and state and local government checks will be available on the first business

day after the day of your deposit if the checks are payable to you. The excess over \$5,525 will be available on or before the ninth business day after the day of your deposit. If you do not make the deposit in person to one of our employees (for example, if you mail your deposit), 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 will be available on or before the seventh business day after the day of your deposit.

Special Rule for Excess Contributions.

We may refuse to accept contributions to the account that the Bank in good faith believes would exceed the maximum annual deductible amount for family coverage plus the catch-up contribution as established by the IRS. If we refuse to accept the contribution, those funds will not be available in your account. We will promptly return such excess contributions

ELECTRONIC FUND TRANSFERS

A. The Cardholder Agreement that you receive with your Deposit Account debit card contains information about and disclosures concerning electronic fund transfers made using your debit card. See your Cardholder Agreement for further details.

B. The following disclosures pertain to other electronic fund transfers that you may make involving your Deposit Account.

1. Other Types of Electronic Funds Transfers You Can Make. You can make these other types of electronic funds transfers (in addition to debit card transactions as discussed above) to or from your HSA Deposit Account: (a) direct deposits; (b) preauthorized debit transfers, (c) electronic check conversions, if you can access your HSA Deposit Account via check, (d) certain online transfers or bill payments through the use of our HSA Web site tools or other electronic banking services we may provide from time to time, and (e) transactions that you initiate using electronic or telephone banking services provided by others (and not by us). Further information about these types of electronic fund transfers is provided below.

Remember that withdrawals (including electronic withdrawals) that are not used to pay for qualified medical expenses may be included in your gross income for tax purposes and may be subject to an additional penalty tax. Please refer to your Health Savings Account Custodial Agreement for additional details

(a) Direct Deposits. You can arrange to have your employer or another person arrange to make direct deposits of contributions to your HSA. Those electronic fund transfers are discussed in the Deposit Account Terms and Conditions, above.

(b) Preauthorized Debit Transfers. You may authorize us or other third parties to take electronic payments of specific amounts from your HSA Deposit Account. These electronic payments may be authorized as a single electronic debit or as a series of continuing (such as monthly) preauthorized payments. You arrange for this service by providing an authorization to the person or company you will be paying. **You should exercise caution when you do this, because third parties may try to charge your account for items you did not authorize or in amounts different from what you authorized.** You should check with us to be sure that you are using the correct account number and routing number for your HSA Deposit Account. Sufficient collected funds must be available in your Deposit Account or we may refuse to make the transfer.

When you have authorized a person or company to debit your HSA Deposit Account on a recurring basis, the preauthorized transfer will continue to be made from your HSA Deposit Account in the same amount and frequency as initially established until you terminate the preauthorized transfer instructions with the person or company that you have been paying.

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

Stopping Payment on Preauthorized Debits. If you have granted someone the right in advance to deduct regular payments out of your Deposit Account, you can stop any of those payments. Here's how.

Call us at the phone number shown at the end of the Regulatory Disclosures under "UMB Contact Information" in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call. The fee set forth in the Schedule of Fees included within the Deposit Account Terms and Conditions above will apply to these stop payment orders. If you order us to stop one of these electronic payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. Our liability may be further limited as provided in the "Our liability" section of these Electronic Fund Transfer disclosures, below.

When you give a stop payment order for a debit drawn pursuant to a preauthorized payment, the stop payment order will remain in effect until the earlier of (1) withdrawal of the stop payment order by you; or (2) the return of the debit entry, or, where the stop payment order is applied to more than one debit entry under a specific authorization involving a specific Originator, the return of all such debit entries.

(c) Electronic Check Conversions. If your HSA plan includes access to your HSA Deposit Account by check, you may authorize a merchant or other payee to make a one-time electronic payment from your HSA Deposit Account using information from your check to pay for a purchase or to pay your bill. When you make a purchase or pay a bill using a check that is converted by the payee or its agent into an electronic fund transfer, the electronic transaction is presented to us for payment from your Deposit Account. An electronic representation of a returned check is not considered an electronic check conversion.

(d) Online Transfers through Our HSA Web Tools.

Our Web site includes certain electronic banking tools to allow you to make contributions to or withdrawals from your Deposit Account more conveniently. (1) You can transfer funds from another checking or savings account you have with us or with another financial institution to your HSA Deposit Account by using our Web site. We require you to demonstrate to us that you are authorized to withdraw funds from the other account before you can use this transfer service. See our Web site for further details. As stated above, the total contributions that you can make in any tax year to your HSA Deposit Account are limited by federal law. (2) You can use our HSA Web site tools to obtain reimbursement for qualified medical expenses that you paid using funds that were from a source other than your HSA Deposit Account. Our Web site allows you to request a transfer from your HSA Deposit Account to another deposit account you hold with us or with another financial institution.

We may impose other limitations on the frequency or amount of online transfers you make using our HSA Web tools. Those limits are not disclosed for security purposes. Charges for these electronic banking services are as set forth in the Table of Fees that is part of our Deposit Account Terms and Conditions, above.

(e) Online Banking Transactions Provided by Third Parties. Some third parties may allow you to make transfers from your HSA Deposit Account to pay bills using internet sites or telephone banking services provided by those parties. We do not provide those electronic banking services to you.

2. Liability for Unauthorized Use. In case an electronic fund transfer is made from your HSA Deposit Account without your authorization, you should know the steps you must take.

Tell us AT ONCE if you believe that your online banking PIN or Password has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission, for example, using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Deposit Account. If you tell us within two (2) business days after you learn of the loss or theft, you can lose no more than \$50 if someone used your PIN or Password without your permission.

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

Also, if your HSA Deposit Account statement shows transfers that you did not make, including those made by debit card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you or electronic statement information was made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a hospital stay or a long trip) kept you from telling us, we will extend the time periods.

If you believe your debit card, PIN or Password has been lost or stolen, call: 866.520.4472, or write us at UMB Bank., n.a. Healthcare Services, P.O. Box 419226, Kansas City, MO 64141.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

3. Business Days. Our business days are Monday through Friday, excluding Federal holidays.

4. Disclosures to Third Parties. We may disclose information to third parties about your HSA Deposit Account and transactions you engage in with respect to your HSA: (a) to your Employer, to the Custodian of your HSA and/or to any service provider that your Employer or the Custodian uses to provide services to your health savings account; (b) where it is necessary for completing a transaction; (c) in order to verify the existence or condition of your HSA for a third party such as a merchant; (d) in order to comply with orders of government agencies or courts; (e) if you have given us or the Custodian written permission; (f) to the Insurance Provider or Broker that provides your high deductible health policy (in connection with your HSA) or to its third party service provider; (g) to any company that provides or services investments within your HSA; or (h) as otherwise provided in our Privacy Notice, located at the end of these Regulatory Disclosures.

5. Our liability. If we do not complete a transaction to or from your HSA Deposit Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, (a) if, through no fault of ours, the available balance in your HSA Deposit Account is insufficient to complete the transaction; (b) if the system was not working properly and you knew about the breakdown when you started the transfer; (c) if circumstances beyond our control (such as fire or flood) prevent the transaction despite reasonable precautions that were taken; or (d) in accordance with the other exceptions stated in your our agreements with you, such as: (i) exceptions stated in our Cardholder Agreement (with respect to Card Transactions) or in accordance with the agreements that govern your HSA; (ii) if we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive your stop payment instructions at least three business days before the transfer was scheduled to be made; (iii) if, through no fault of ours, the money in your HSA was attached, subject to legal process or was blocked in some other way; or (iv) we suspect fraud.

Any liability that we may have for any failure to complete a transaction that was not intentional and that resulted from a bona fide error, notwithstanding procedures to avoid such error,

shall not exceed your actual direct damages proven, and shall specifically exclude any indirect or consequential damages.

6. Error Resolution. In Case of Errors or Questions About Your Electronic Transfers, Telephone us at 1.866.520.4HSA (4472), or Write us at UMB Bank, n.a. Healthcare Services, P.O. Box 419226, Kansas City, MO 64141 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

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

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

7. Fees and Charges. With respect to your Deposit Account, fees and charges we impose for maintaining your Deposit Account and for transactions (including electronic transactions) in your Deposit Account are set forth in these Terms. Additional fees and costs related to your Card use may be as set forth in your Cardholder Agreement. The amount of each type of fee or service charge is subject to change.

8. Documentation of Transactions. You can get a receipt for each transfer that was made at an ATM (if ATM access allowed) or point of sale terminal, except that certain terminals may not provide receipts for small transactions (under \$15). You will also receive a statement for your HSA that will include a record of any transactions, and you may also access our website to obtain current account information.

UMB Contact Information

If you have questions in the future related to banking services associated with your HSA Deposit Account, please write UMB Bank, n.a., P.O. Box 419226, Kansas City, MO 64141 or call toll-free 1.866.520.4HSA (4472).

WHAT DOES UMB FINANCIAL CORPORATION AND ITS SUBSIDIARIES (“UMB”) DO WITH YOUR PERSONAL INFORMATION?

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.

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- Account balance and payment history
- Transaction history and overdraft history

When you are *no longer* a UMB customer, we will continue to share your information as described in this notice.

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 UMB chooses to share and whether you can limit this sharing.

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

Call toll-free **866.520.4472** (or if in Kansas City, call **816.474.4472**) – our service center will help you.

Who we are	
Who is providing this notice?	Companies within UMB Financial Corporation that have adopted this Privacy Statement are: UMB Healthcare Services.

What we do	
How does UMB protect my personal information?	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.
How does UMB collect my personal information?	<p>We collect your personal information, for example, when you:</p> <ul style="list-style-type: none"> • Give us your contact information or provide employment information • Open an account or tell us where to send money • Use your debit card or make deposits or withdrawals from your account <p>We also collect your personal information from others, such as credit bureaus, affiliates or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>Our affiliates include companies with a UMB .</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>UMB does not share with nonaffiliates so they can market to you.</i>
Joint Marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>UMB does not share with nonaffiliates so they can market to you.</i>

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you. *For California residents:* We will not share information we collect about you with nonaffiliates, except as permitted by California law, including, for example to process your transactions or to maintain your account. *For Vermont residents:* We will not share information we collect about you with nonaffiliates, except as permitted by Vermont law, including, for example to process your transactions or to maintain your account.



Health Savings Account (HSA) Interest Rate Sheet

Effective Date **11/01/2020**

Tier	Balance	Interest Rate	APY
Tier I	\$0.01 – \$4,999.99	0.01%	0.01%
Tier II	\$5,000.00 – \$14,999.99	0.07%	0.07%
Tier III	\$15,000.00 – \$24,999.99	0.10%	0.10%
Tier IV	\$25,000.00 and over	0.15%	0.15%

The interest rate and Annual Percentage Yield ("APY") applicable to the entire balance in your Account on any given day will depend on which of the four specific balance ranges your daily Account balance falls within on that day. The four balance ranges are described above, and the initial interest rate and APY currently applicable to each are disclosed next to the particular balance level.

Balance Levels

We reserve the right to change the interest rate and annual percentage yield on your Deposit Account at any time at our sole discretion. We are not required to notify you in advance of those changes. We also reserve the right to change the balance levels on which different rates of interest may be paid.

Interest will be credited to your Deposit Account at the end of each monthly **statement cycle** and will be compounded monthly. If you close your Deposit Account before interest is credited, you will not receive any accrued (but not yet credited) interest. We use the daily balance method to calculate interest on your Deposit Account. This method applies a daily periodic rate to the balance in your Deposit Account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (i.e., checks).

Fees could reduce the earnings on the account.