



# **Deposit Account Agreement and Disclosure**

EFFECTIVE AUGUST 26, 2022

**BUSINESS ACCOUNTS**

**Questions?**

800-731-2265 | [oldnational.com](https://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 business Accounts and your Old National Bank ATM Card or debit Mastercard®. This Deposit Account Agreement and Disclosure, along with your fee schedule, signature card, deposit rate sheet, Account disclosures and any other account opening documents and disclosures, together, create the contract that governs your Account and your deposit relationship with Old National Bank (collectively, the “Agreement”). This Agreement replaces all previous versions of the Deposit Account Agreement and Disclosure. We recommend you keep a copy of this Agreement, and any information we provide you regarding changes to the Agreement, available for reference. If you use other Old National Bank services related to your Account, they will be governed by this Agreement and the terms and conditions provided to you when you enroll in those services. If another specific agreement conflicts with this Agreement, then the more specific agreement will govern. If this Agreement conflicts with something said by one of our employees or in our marketing material, this Agreement will govern.

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



## SECTION 1: DEFINITIONS

### Words to Be Familiar With

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

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

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

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

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

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

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

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

**Hold:** When funds are present in your Account but not available for withdrawal. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold. For more information about some of the situations where funds may be subject to a Hold, please see Section 2.5 (Restricting Your Account; Blocking or Delaying Transactions), Section 2.9 (Legal Proceedings Involving an Account), Section 5.2 (Your Available Balance and the Impact of Pending Transactions and Holds), Section 6 (Funds Availability Policy), and Section 8.13 (How We Handle Authorization Holds).

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

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

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

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

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

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

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

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

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

### 2.2. Fee Schedules and Disclosures

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

### 2.3. Changes to the Agreement

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

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

By opening your Account and keeping it open, you agree that telephone calls and other electronic communications that we have with you may be monitored and/or recorded. You also give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls

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

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

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

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

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

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

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

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

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

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

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

### **2.7. Insurance**

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

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

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

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

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

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

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

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

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

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

Except where prohibited by applicable state law, we will consider an Account to be dormant if there has been no credit or debit activity initiated by you for a period of: (i) twelve (12) months for checking Accounts (including NOW Accounts), and (ii) thirty-six (36) months for savings and money market Accounts. Subject to applicable state law, preauthorized and automatic recurring deposits or withdrawals may not be considered credit or debit activity for purposes of determining whether an Account is dormant if established prior to the applicable dormancy periods. We will charge a dormant fee on the Account until it becomes active again or is closed unless prohibited by applicable

state law. Please review the fee schedule for your Account for more information on fees. We reserve the right not to send statements on Accounts we consider inactive or dormant.

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

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

You can close your Account at any time for any reason by giving us written notice, provided all fees have been paid and all Items have been paid or collected. We can also close your Account at any time for any reason, and without notice to you unless required by Applicable Law. We may charge you a fee if your Account is closed within 180 days of being opened. We may also charge you a fee if we choose to close your Account because it has a negative balance. See the fee schedule for your Account for details. If your Account is closed before interest is credited, you will not receive the accrued interest. Any Items received after your Account is closed will be returned unpaid. Any withdrawal that reduces the balance in an Account to zero may automatically close that Account. We are not liable for any check, withdrawal or other Item presented after an Account is closed, 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.

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

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

If you have opened an Account on behalf of the beneficial owner(s) of the funds in the Account (for example, as an agent, nominee, guardian, executor, custodian or in some other capacity for the benefit of others), the Account may be eligible for "pass-through" deposit insurance from the FDIC. This means the Account could qualify for more than the standard maximum deposit insurance amount. For such Accounts, in order for us to comply with §370.5(a) of the FDIC's Rules and Regulations, if the Account has transactional features (such as check writing capability and/or the use of debit Cards), you must agree to provide a record of the interests of the beneficial owner(s) in accordance with the FDIC's requirements as specified below. Following these procedures may minimize the delay that these beneficial owner(s) may face when accessing their FDIC-insured funds in the event the Bank fails. Section 370 of the FDIC's Rules and Regulations can be accessed on the FDIC's website at [www.fdic.gov/regulations/laws/rules/2000-9200.html](http://www.fdic.gov/regulations/laws/rules/2000-9200.html).

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

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

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

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

We may delay or waive our rights under any provision of this Agreement at any time in our sole discretion. Any delay or waiver of our rights applies only to the specific instance on that occasion and does not affect our future rights in any way. Except as described in the Arbitration Agreement in Section 9.6, if any provision of this Agreement is determined to be unenforceable, invalid or illegal, the provision will nonetheless be enforced to the fullest extent permitted under Applicable Law and the remainder of that provision will no longer be considered part of this Agreement. All other provisions will remain in full force and effect.

### **2.17. Section Headings**

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

## **SECTION 3: ACCOUNT OWNERSHIP**

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

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

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

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

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

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

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

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

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

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

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

The forms we may require you to execute when you open an Account include Account resolutions, a signature card and other documents that establish the authority of the persons authorized to access and transact on your Accounts ("Authorized Representatives"), including any person identified as your agent and any other person acting with actual or apparent authority to transact business on your behalf. You may designate one or more Authorized Representatives to conduct transactions on your behalf. We may refuse to accept an Authorized Representative or require additional information and documents related to your Authorized Representatives at any time. Once you designate an Authorized Representative, that person is authorized



to make deposits, withdrawals, give instructions to the Bank, close the Account, sign any agreements or documents relating to the Account and do anything else involving the Account, and you agree to indemnify and hold the Bank harmless from any Losses in connection with any of the foregoing acts by an Authorized Representative. The Bank has no obligation to monitor transactions to determine that they are made on your behalf. You are responsible for all transactions of the Authorized Representatives and for ensuring that all Authorized Representatives have reviewed this Agreement. We may communicate information about your Account to any Authorized Representative, and will view communications from any Authorized Representative as a communication from you.

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

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

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

If you are a trustee or other fiduciary, you represent and warrant that: (i) you are a legally appointed and acting fiduciary; (ii) you have full power and authority to make this Agreement (including all requisite authorizations, waivers and consents) and to take all actions provided for in this Agreement with respect to the Account; (iii) the terms of this Agreement do not violate any provision of any statute, governing instrument, court order or other document governing your authority and actions; and (iv) if the Account is for a trust, the trust is a domestic United States trust. We have no duty or obligation to verify or update any of your powers or authorities or to receive copies of any statute, governing instrument, court order or other documentation evidencing such powers and authorities. You will notify us in writing if and when there is any change to your powers and authorities, provided your authority will change only after we have had a reasonable opportunity to act. If permitted by the statute, governing instrument, court order or other document granting your powers and authorities, you may delegate your powers and authorities, as may be limited by us in our sole discretion, to a third party acting as your agent. We may limit the powers and authorities you may delegate to an agent and we may limit you to only one (1) agent. Any such delegation must be in a form

satisfactory to us, indemnify and hold us harmless from and against any actions we have taken or your agent has taken regarding your Account, and be evidenced on our records.

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

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

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

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

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

#### **3.7. Disputed Ownership**

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

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

Accounts are non-transferable except as otherwise agreed by the Bank in writing. Any request to change your Account ownership, beneficiaries, agents or other Account information will not be effective unless the Bank has agreed to the change, received all documentation it requires, and had reasonable time to act upon your request, and we will not be liable for any Losses you may incur related to your requested change before it has taken effect. No sale, transfer, assignment, pledge or similar disposition of funds in any Account will be recognized by the Bank without our prior written approval. You understand that any assignment or pledge of your Account is subject to our prior security interest and right to setoff. The Bank may

assign its rights and obligations under this Agreement, including your Account, without your consent.

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

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

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

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

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

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

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

We specifically reserve the right to refuse, limit or return all or any part of your deposit. All Items accepted for deposit or collection are credited to your Account subject to final payment and receipt of proceeds by us. This means that until we have actually received the funds or until such Items become final under Applicable Law, a deposit Item can be returned and charged back to your Account even if this causes your Account to become overdrawn. We can also accept an Item on a collection basis, which means we will not add funds to your Account until we have actually been paid for the Item (which may take several weeks). We are not liable for any Losses caused by the negligence or failure of our agents, correspondents, or other banks while the Item is in their custody or in transit. We are not responsible for Items lost or delayed in the collection process. If there are special fees for collecting your deposit, you agree to pay them.

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

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

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

### **4.3. Endorsements**

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

### **4.4. Deposit Reconciliation**

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

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

You agree to carefully examine and reconcile your Account statements. You must notify us in writing of any discrepancies or errors in your statement, 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 shorter if the transaction is related to an ACH entry (see Section 7.11 (ACH Entries; Returns)), a wire transfer (as provided in the applicable wire agreement or service terms) or any Treasury Management Services (as provided in the applicable services agreement).

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. 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.

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

If you do not want us to pay a check you have issued, you can request us to stop payment of that check. Any Authorized Representative may order us to stop payment on a check and we will charge a fee. See the fee schedule applicable to your Account for details. Your stop payment order must include your Account number, the number and date of your check, the amount, and the name of the payee. We are not responsible for stop payment orders with incorrect or incomplete information. 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 7 (Electronic Funds Transfers) for how to place a stop payment on electronic payments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **4.15. Statements**

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

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

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

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

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

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

## SECTION 5: OVERDRAFTS 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 fee schedule for your Account. Even if we have paid Overdrafts on your Account in the past, we are not obligated to do so in the future. Our payment of an Item when you do not have a sufficient Available Balance is not an application for credit or approval of an extension of credit.

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

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

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

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

Holds also reduce your Available Balance. When funds in your Account are subject to a Hold, they remain in the Account but are not available to pay other Items or for withdrawal. Holds may be placed on your Account for a variety of reasons; a common example is when you make a purchase with your Card. The merchant will typically ask the Bank to authorize the transaction to ensure that your Account has sufficient funds to pay for your purchase. The Bank then places a Hold on your Account for the transaction amount provided by the merchant, which generally remains in place for three (3) Business Days. The Hold reduces your Available Balance, but the funds are not actually debited from your Account until the transaction settles. As a result, any other transactions 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 at right.

### Order of Posting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

You agree to pay a fee for each Item that results in an Overdraft 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 fee schedule for your Account. If you fail to bring your Account to a positive Available Balance, we may close your Account. We may also report you to credit bureaus and make efforts to collect the amount you owe us, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. You authorize us to apply any deposit to your Account to pay the amount of any Overdraft and related fees.

#### 5.5. Overdraft Courtesy Policy

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

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

### SECTION 6: FUNDS AVAILABILITY POLICY

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

**6.1. Same-Day Availability.** Electronic direct deposits, 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.

### SECTION 7: ELECTRONIC FUNDS TRANSFERS

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

#### 7.1. Types of Electronic Funds Transfers

Examples of electronic funds transfers include the following:

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

## **7.2. Operating Rules**

All electronic funds transfers to or from your Account are subject to all Applicable Laws including, without limitation, rules, regulations and operating rules and operating guidelines established by NACHA, the Electronic Payments Association, and any other money transfer or electronic payments system or network, check clearing organization and payment clearinghouse used by us in connection with your transactions (collectively, the "Operating Rules") and the regulations and operating circulars of the Federal Reserve Board, all of which are included within the definition of "Applicable Law." Both parties agree to be bound by the Operating Rules where applicable. We are not responsible or liable for any inaccurate or incomplete information received from a payments network.

## **7.3. Legal Compliance**

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

## **7.4. Fees**

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

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

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

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

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

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

Your ability to originate or receive an electronic funds transfer is limited to the types of electronic funds transfer services offered by the Bank from time to time. You are solely responsible for the contents and accuracy of each payment order to originate an electronic funds

transfer sent to us by you or on your behalf by your Authorized Representatives. In the absence of specific written instruction, the Bank will choose the payment network and intermediary banks as necessary to carry out your transfer request. In any request for an electronic funds transfer, the Bank and any bank or intermediary is entitled to rely on the Account number and bank identification number provided to us without any obligation to look at the name of the receiving customer or bank that may also appear on the request for an electronic funds transfer. If the Bank is given written notice of an error, the Bank will advise you promptly; provided, we shall have no liability for any failure or delay in providing such notice.

## **7.8. Authorization**

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

## **7.9. Payment**

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

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

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

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

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



## SECTION 8: ATM AND DEBIT CARD TERMS

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

### 8.1. 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.

### 8.2. 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.

### 8.3. 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.

### 8.4. 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.

### 8.5. 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.

### 8.6. Representations and Warranties

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

### 8.7. 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.

### 8.8. 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.

### 8.9. Card Transaction Limits

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

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

### 8.10. 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.

### 8.11. 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.

### 8.12. 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.

### 8.13. 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.

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

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

### 8.15. 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.

### 8.16. Digital Wallets

The terms in this Section 8 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.

### 8.17. 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.

### 8.18. Termination of Card Services

You or any of your Authorized Representatives can terminate your Card by notifying us in writing. Termination will be effective once we have had a reasonable opportunity to act on such notice. We can terminate or suspend your use of the Card at any time without notice. If we do, all Cardholders must return or destroy the Cards immediately upon our request. Termination of the Card will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

## SECTION 9: ARBITRATION AGREEMENT

### 9.1. How to Resolve a Formal Dispute

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

### 9.2. 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 9 (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

### **9.3. 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.

### **9.4. 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.

### **9.5. Costs of Arbitration**

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

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

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

### **9.6. 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.

### **9.7. 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.**

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