



# **Deposit Account Agreement and Disclosure**

EFFECTIVE AUGUST 1, 2023

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

In this Agreement, the words “you”, “your” and “owner” mean those who own the Account, those who sign as applicants, or anyone authorized to use the Account. The words “we”, “us”, “our,” “Old National” and “Bank” mean Old National Bank. By submitting an Account application, executing a signature card or using any of our deposit Account services (including electronic submission, execution, and use), you agree to be bound by this Agreement. We agree to follow this Agreement, too. Be sure that you and any authorized signers understand this Agreement for each of your Accounts.



## SECTION 1: DEFINITIONS

### Words to Be Familiar With

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

**Account:** Any deposit account you have with us for personal, family or household purposes that is governed by this Agreement, including all checking accounts, savings accounts, money market accounts and certificate of deposit (“CD”) accounts.

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

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

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

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

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

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

**Hold:** When funds are present in your Account but not available for withdrawal. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold. For more information about some of the situations where funds may be subject to a Hold, please see Section 2.5 (Restricting Your Account; Blocking or Delaying Transactions), Section 2.8 (Legal Proceedings Involving an Account), Section 5.2 (Your Available Balance and the Impact of Pending Transactions and Holds), Section 6 (Funds Availability Policy), and Section 10.13 (How We Handle Authorization Holds).

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

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

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

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

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

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

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

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

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

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

### 2.2. Fee Schedules and Disclosures

Your Account is subject to the fees described in the Truth in Savings disclosures, if applicable, and any other fee schedule for your Account. You agree to pay for all fees applicable to your Account and your deposit relationship with us. We may deduct these fees from your Account, even if that makes your balance negative. The fees and pricing information for your Account is subject to change at any time.

### 2.3. Changes to the Agreement

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

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

By opening your Account and keeping it open, you agree that telephone calls and other electronic communications that we have with you may be monitored and/or recorded. You also give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls and text messages to any phone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones that could result in usage charges to you. You

also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. If you give us an email address, you also consent to our contacting you by email. To the extent permitted by Applicable Law, we may deliver communications by electronic means if you have agreed to electronic notices, rather than by mail or other means.

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

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

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

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

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

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

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

IN NO EVENT WILL WE BE LIABLE FOR ANY PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES,

REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. We will be responsible and liable only for direct damages caused by our failure to exercise ordinary care. We are not liable for a clerical error or oversight, or an honest mistake of judgment, or circumstances beyond our reasonable control. If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. We will not be liable to you for any actions taken pursuant to your instructions or for actions authorized or permitted by the terms of this Agreement, even if such actions cause you to incur Losses. To the extent permitted by Applicable Law, we are not liable to you for errors that do not result in financial loss to you.

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

### **2.7. Compliance with Laws**

You agree to comply with all Applicable Laws, including U.S. economic sanctions and regulations issued by the Office of Foreign Assets Control. You are prohibited from processing any illegal transactions through your Account or your relationship with us. You agree to reimburse and indemnify us from any Losses we incur due to any U.S. or foreign government entity seizing, freezing, or otherwise asserting or causing us to assert control over any Account or funds in an Account.

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

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

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

You grant us a first priority security interest in all of your Accounts for any indebtedness, loans, advances, Overdrafts and any other obligation or liability you owe to us or any of our affiliates, however arising and whether now existing or hereafter created or acquired, whether direct



or indirect, primary or secondary, matured or unmatured, and including all costs and expenses including attorney's fees incurred by us or any of our affiliates related to the foregoing (collectively, "Obligations"). Our security interest will be governed by Article 9 of the UCC. We may, without prior notice except where prohibited by Applicable Law, charge your Account for any Obligations without going through any legal process. For joint Accounts, you agree that we may charge the Account for any Obligations owed by any Account owner(s) against the deposits or checks we cash for any other owner(s) unless prohibited by Applicable Law. This right applies even if one or more of you do not owe the Obligations. We will not be liable for the dishonor of any Items when the dishonor occurs because our setoff against an Account results in an insufficient Available Balance to pay the Item(s). We may exercise our right of setoff and security interest without recourse to other collateral, if any, and even if such action causes you to lose interest, have transactions drawn on your Account returned, incur an early withdrawal penalty or any other consequence. You expressly agree that our setoff rights extend to any federal or state benefit payments, including Social Security benefits, electronically deposited into your Account except where prohibited by Applicable Law. You understand and agree that if you do not want your benefits applied this way, you may change your direct deposit instructions with your benefits payor. You also acknowledge and agree that any federal benefits or payments deposited to your Account after a date of ineligibility must be returned to the federal government or other payor, and if we are obligated to return such funds we may set off against any of your Accounts in order to recover the returned amount. Our right of setoff does not apply to IRA or tax-qualified Accounts, to consumer credit card obligations or where otherwise prohibited by Applicable Law. In addition to the rights granted herein, we retain all rights of setoff under Applicable Law. You agree to indemnify and hold us harmless from any claim arising from our exercise of our setoff rights.

#### **2.10. Death or Incompetence**

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

#### **2.11. Dormant and Abandoned Accounts**

Except where prohibited by state law, we will consider an Account to be dormant if there has been no credit or debit activity initiated by you for a period of: (i) twelve (12) months for checking Accounts, 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 state law. Please review the fee schedule for your Account for more information on fees. We reserve the right not to send statements on Accounts we consider inactive or dormant.

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

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

#### **2.12. Closing the Account**

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

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

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

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

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

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

We may delay or waive our rights under any provision of this Agreement at any time in our sole discretion. Any delay or waiver of our rights applies only to the specific instance on that occasion and does not affect our future rights in any way. Except as described in the Arbitration Agreement in Section 11.6, if any provision of this Agreement is determined to be unenforceable, invalid or illegal, the provision will nonetheless be enforced to the fullest extent permitted under Applicable Law and the remainder of that provision will no longer be considered part of this Agreement. All other provisions will remain in full force and effect.

#### **2.16. Section Headings**

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

## **SECTION 3: ACCOUNT OWNERSHIP**

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

To help the government fight the funding of terrorism and money-laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. To open an Account, you must provide us with current identification and an accurate Taxpayer Identification Number (typically a Social Security Number). We will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. A minor generally cannot be the sole owner on a checking or savings Account, but can open an Account with a joint owner age 18 or older.

### **3.2. Taxpayer Identification Number**

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

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

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

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

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

### **3.5. Account Ownership - Responsibility**

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

### **3.6. Account Ownership - Individual and Joint Accounts**

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

of the foregoing acts by one or more joint owners. All owners agree jointly and severally to pay the Bank for service charges, fees or expenses due under this Agreement.

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

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

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

### **3.8. Trustee and Other Fiduciary Accounts**

These Accounts are held by one or more people who have been entrusted with the funds and are authorized to act for the benefit of another person, sometimes called the beneficiary, pursuant to a written trust agreement, court order or other authority. We will not advise you regarding any legal, regulatory or other fiduciary obligations you may have. We will not provide periodic statements or annual summaries to anyone other than you, including anyone holding a beneficial interest in the Account, nor will we provide additional information you may be required to provide under Applicable Law or court order, or to any auditor, court or government agency.

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

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

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

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

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

### **3.10. Power of Attorney**

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

### **3.11. Disputed Ownership**

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

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

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

### **3.13. Client Information; Records**

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

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

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

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

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

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

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

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

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

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

### **4.3. Endorsements**

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

### **4.4. Deposit Reconciliation**

The amount of your deposit is based on your deposit slip or the amount provided to us when the deposit is made. We may verify the accuracy of your deposit amount, but we reserve the right not



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

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

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

Please note the time period in which you must notify us if your statement shows an unauthorized transaction may be longer and these terms may not apply if the transaction is related to an electronic funds transfer, including a Card transaction (see Section 8 for details), or a substitute check (see Section 7). In addition, the time period in which you must notify us of an error or unauthorized transaction may be shorter and these terms may not apply with respect to wire transfers (see Section 9).

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

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

#### **4.6. Check Cashing and Cash Back on Deposits**

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

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

Although we usually pay withdrawals or checks without notice, the

Bank retains the right to require at least seven (7) calendar days' written notice before any withdrawal of funds that have been deposited into an interest-bearing checking, savings, or money market Account. If we tell you that we require seven (7) calendar days' written notice, we will not pay your funds until the notice period expires.

#### **4.8. Stop Payment Orders**

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

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

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

When you place a stop payment order, you agree to indemnify us for all Losses we incur due to our refusal to pay the Item. You assign to us all rights against the payee or any other holder of the check. You agree to cooperate with us in any legal actions that we may take against these parties. Applicable Law may permit other limitations on our obligation to stop payments. Refer to Section 8 of this Agreement, "Electronic Funds Transfers," for how to place a stop payment on electronic payments.

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

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

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

If you deposit a demand draft (a check that does not bear the maker's signature) in your Account, you warrant that the maker authorized its creation and you authorize the Bank to process it for payment. At our discretion we may accept the demand draft for deposit, refuse to

accept the demand draft or accept it as a conditional deposit until the amount is collected by the Bank, in which case our Funds Availability Policy (see Section 6 of this Agreement) will not apply. You agree to pay all costs incurred by the Bank by depositing the demand draft in your Account. We reserve the right to charge any of your Accounts in the event a warranty claim is made pursuant to Regulation CC relating to a remotely created check that you present to us.

#### **4.11. Check Cashing for Non-Bank Clients**

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

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

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

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

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

#### **4.13. Checks and Forms**

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

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

on a check, (iv) you fail to maintain adequate safeguards against unauthorized use, or (v) you fail to issue checks in a manner so as to prevent unauthorized completion, alteration or addition.

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

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

We are not required to honor any conditional or restrictive legends on checks you write, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. You agree that we may disregard such legends or restrictions and pay the check even if the legend or restriction has not been satisfied, and we will not be liable to you for any Losses that result from a legend or restriction on a check or from our failure to abide by any such legend or restriction.

#### **4.15. Signature Requirements**

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

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

#### **4.16. Statements**

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

#### **4.17. Combined Statements**

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

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

#### 4.18. Substitute Checks

You agree not to deposit a substitute check that was created by a person other than a bank which has not yet been transferred by a bank, unless we agree otherwise under separate written agreement. You agree to reimburse us for any Losses we incur as a result of cashing or depositing such an Item and you give us the same warranties and indemnities that we would give under Applicable Law as a reconverting bank. See Section 7, "Substitute Checks and Your Rights," for additional information on substitute checks.

#### 4.19. Provisional Payments

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

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

### 5.1. How Overdrafts Can Happen

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

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

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

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

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

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

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

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

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

It is important to understand that Items are not posted to your Account in the same order in which the transactions occurred. Instead, Items are posted to your Account using automated systems that



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

<b>Order of Posting</b>
<p><b>FIRST</b>, we add deposits and other credits to your Account that are received before the applicable cutoff time, including:</p> <ul style="list-style-type: none"> <li>• Cash and check deposits, including ATM and Mobile Deposits</li> <li>• Transfers into your Account such as those made through online or mobile banking</li> <li>• Direct deposits (ACH)</li> </ul> <p>These Items are posted in order from <b>highest to lowest dollar amount</b>.</p>
<p><b>SECOND</b>, we subtract certain fees that were incurred the prior Business Day, specifically:</p> <ul style="list-style-type: none"> <li>• Fees for Overdrafts and</li> <li>• Daily fees for Accounts that remain overdrawn</li> </ul> <p>These Items are posted in order from <b>lowest to highest dollar amount</b>.</p>
<p><b>THIRD</b>, we subtract priority debits, which are transactions paid from your Account that are cash or cash-equivalent and cannot be returned. This includes:</p> <ul style="list-style-type: none"> <li>• Withdrawals and teller-cashed checks</li> <li>• Wire transfers</li> <li>• Transfers between your Old National Accounts such as those made in online or mobile banking</li> <li>• Zelle payments</li> <li>• Chargebacks to your Account</li> </ul> <p>These Items are posted in order from <b>lowest to highest dollar amount</b>.</p>
<p><b>FOURTH</b>, we subtract debit Card and ATM transactions, including:</p> <ul style="list-style-type: none"> <li>• ATM withdrawals</li> <li>• Purchases with your Card</li> <li>• Any recurring Card payments, such as insurance premiums or gym memberships</li> </ul> <p>These Items are posted <b>in the order received</b>.</p>
<p><b>FIFTH</b>, we subtract ACH debit transactions, including:</p> <ul style="list-style-type: none"> <li>• External transfers to and from your accounts at other financial institutions</li> <li>• Recurring payments made using your routing and account number</li> <li>• Checks converted to electronic payments</li> <li>• Online banking bill payments (unless processed as a check)</li> </ul> <p>These Items are posted in order from <b>lowest to highest dollar amount</b>.</p>
<p><b>SIXTH</b>, we subtract checks (other than teller-cashed checks, which are posted as priority debits above) in order from <b>lowest to highest dollar amount</b>.</p>
<p><b>SEVENTH</b>, we subtract any other Bank-generated fees or charges, such as:</p> <ul style="list-style-type: none"> <li>• Monthly service charges and Account maintenance fees</li> <li>• Paper statement fees</li> </ul> <p>These Items are posted in order from <b>lowest to highest dollar amount</b>.</p>

**5.4. Your Responsibility if Your Account is Overdrawn; Fees Charged**  
If your Account becomes overdrawn, you must immediately make

a deposit or transfer to return your Account to a positive Available Balance. Each Account owner agrees to reimburse the Bank immediately for the amount of the Overdraft and any associated fees, whether the Overdraft was caused by you or another authorized user on the Account. If you have a joint Account, all joint owners will be jointly and severally liable for any Overdraft plus any related fees, regardless of which owner initiated or presented the Item that resulted in the Overdraft.

You agree to pay a fee for each Item that results in an Overdraft. In addition, you will be charged a daily fee if you fail to return your Account to a positive Available Balance once it is overdrawn. For details on these fees, see the Truth in Savings disclosure for your Account. If you fail to bring your Account to a positive Available Balance, we may close your Account. We may also report you to consumer reporting agencies and make efforts to collect the amount you owe us, which can affect your ability to open other accounts with us or other banks in the future and may be reflected in your credit report. You authorize us to apply any deposit to your Account, including any federal or state benefits, to pay the amount of any Overdraft and related fees. You understand that if you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

**5.5. Overdraft Courtesy Policy**

Overdraft Courtesy is an option for certain Accounts that are in good standing. It is not a line of credit. With Overdraft Courtesy, the Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks and automatic bill payments. The Bank’s payment of Overdrafts is not guaranteed with Overdraft Courtesy, and it may cease at any time without prior notice or cause. ATM and everyday debit Card transactions are not eligible for Overdraft Courtesy unless you opt in to such coverage. If you opt in to this Overdraft Courtesy coverage, we may in our discretion pay an ATM or everyday debit Card transaction that exceeds your Available Balance and we will charge you a fee for the Overdraft. If you do not opt in to this Overdraft Courtesy coverage, or you revoke your consent, we will decline any ATM or everyday debit Card transactions that exceed the Available Balance in your Account and you will not be charged a fee. An “everyday” debit Card transaction is a single, non-recurring transaction. Examples include transactions at a merchant location or purchases made by telephone or online. You also have the option to cancel Overdraft Courtesy and direct the Bank to return Items that would cause an Overdraft. To get more information about Overdraft Courtesy or to opt-in or change your coverage election, please call our Client Care Center at **1-800-731-2265**.

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

**SECTION 6: FUNDS AVAILABILITY POLICY**

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

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

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

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

Once the funds are available, you can withdraw them in cash and we will use them to pay Items presented for payment from your Account. For determining the availability of your deposits, every day is a Business Day except Saturdays, Sundays, and federal holidays. The deposit cut-off time for a particular banking center is that banking center’s closing time. Our ATM deposit cut-off time is 9:00pm CT. If you make a deposit before our cut-off time on a Business Day that we are open, we will consider that Business Day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a Business Day, we will consider the next Business Day we are open to be the day of your deposit. Funds mailed to us will be considered received on the Business Day they are actually received and processed by us. Funds deposited to a night depository, lockbox or similar facility will be considered received on the Business Day they are removed from such facility and processed. Until we receive the deposit, you bear the risk that deposits will be lost, stolen or destroyed. Please remember that even after the Item has posted, we have made funds available to you, and you have withdrawn the funds, you are still responsible for Items you deposit that are returned to us unpaid and for any other problems involving your deposits.

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

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

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

**6.4. Longer Delays May Apply**

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

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

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

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

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

**6.5. Special Rules for New Accounts**

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

**6.6 Check Cashing Policy; Holds on other Funds**

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

**SECTION 7: SUBSTITUTE CHECKS AND YOUR RIGHTS**

**7.1. What is a Substitute Check?**

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

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

you have rights under other laws with respect to those transactions.

### 7.2. What are my Rights Regarding Substitute Checks?

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

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

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

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

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

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

## SECTION 8: ELECTRONIC FUNDS TRANSFERS

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

### 8.1. Types of Electronic Funds Transfers

An “electronic funds transfer” is any transaction that is accomplished electronically to debit or credit a consumer account, as well as all transfers resulting from ATM or debit Card transactions. Examples of electronic funds transfers include the following:

- Electronic funds transfers initiated by or to third parties (including preauthorized credits, debits, or payments);
- Electronic transfers using your Account number, such as employer payroll, government benefits or other direct deposits or bill payments to third parties;
- Telephone transfers;
- ATM transfers;
- Card transactions, including purchase transactions;
- Online banking transfers, including online bill pay transactions; and
- Mobile banking transfers, including Zelle® payment transactions.

### 8.2. Online Banking and Mobile Banking

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

### 8.3. Business Days

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

### 8.4. Fees

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

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

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

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

## 8.6. Limitations on Electronic Funds Transfers

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

## 8.7. How to Stop Payment on Certain Electronic Transfers

If you have told us in advance to make regular payments from your Account or you authorized an electronic funds transfer from your Account, including recurring payments with a Card, you may stop a payment by calling us at **1-800-731-2265** or writing to us at Old National Bank, P.O. Box 718, One Main Street, Evansville, IN 47705-0718 in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. We will charge you a fee for stop payment orders as provided in the applicable fee schedule for your Account. If you order us to stop one of these payments three (3) Business Days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

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

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

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

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

- If, through no fault of ours, you do not have enough money available in your Account (including any applicable Overdraft credit line limit) to make the transfer;
- If the ATM where you are making the transfer does not have enough cash;
- If the ATM or ATM network was not working properly and you knew about the breakdown when you started the transfer;
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken;
- If a merchant or financial institution refuses to honor your Card;
- If a transfer is not completed due to systems or communications failure;
- If access to the Account is restricted due to its involvement in legal proceedings or by other claims or actions;
- If there is an allegation of fraudulent activity concerning your Account; or
- If other Bank agreements, terms or disclosures so provide.

## 8.9. When We will Disclose Account Information to Third Parties

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

- Where it is necessary for completing or tracing a transfer, or resolving errors or claims;

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

## 8.10. Your Right to Receive Documentation of Transfers

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

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

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

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

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

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



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

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

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

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

## **SECTION 9: WIRE TRANSFERS**

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

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

We may use the funds transfer system of the Federal Reserve Bank or any other funds transfer system to execute wire transfers from your Account. When you request a wire transfer, you agree to be bound by any rules and regulations then in effect governing the use of any system through which wire transfers are conducted and all Applicable Laws. Certain terms used in this section have the definitions provided in Article 4A of the UCC. Any wire transfer request you submit will be deemed your “payment order” as defined in the UCC, and the “beneficiary” is the person or business who receives the payment. A “Remittance Transfer” is a wire transfer initiated by a consumer primarily for personal, family or household purposes to a beneficiary in a foreign country. Remittance Transfers are also governed by the Electronic Funds Transfer Act. You have certain rights in connection with Remittance Transfers, which will be explained at the time you initiate a Remittance Transfer.

### **9.2. Security Procedures**

We offer certain security procedures for wire transfers, which may vary depending on the method you use to initiate a wire transfer. Your submission of a payment order constitutes your agreement that our security procedures are commercially reasonable as a means of authenticating a payment order communicated to us by you or on your behalf. You acknowledge that the security procedures are used to verify the authenticity of, and not to detect errors in, any payment

order. Any payment order received in accordance with the applicable security procedures will be enforceable against you, whether or not authorized, if we accept such payment order in good faith. You agree to be bound by any payment order whether or not we verify it in compliance with the security procedures, if you issued the payment order or otherwise benefited from the wire transfer. If you choose to communicate a payment order to us in a manner that varies from the security procedures, you will be deemed to have refused the security procedures that we offer and recommend as commercially reasonable and you agree to be bound by and pay for any such payment order accepted by us in good faith, whether or not authorized.

### **9.3. Submitting Payment Orders**

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

### **9.4. Processing Payment Orders**

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

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

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

## 9.6. Transfers in Foreign Currency

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

## 9.7. Cancellation or Amendment

With respect to Remittance Transfers, you have thirty (30) minutes to request the Bank to amend or cancel the payment order. For all other wire transfers, we have no obligation to amend or cancel a payment order after it has been submitted to us. If we receive an amendment or cancellation request before we have executed the payment order, we may make a reasonable effort to act on your request. If we act on a cancellation or amendment instruction, you will indemnify and reimburse us for all Losses we incur relating to the cancellation or amendment. We will have no liability to you or any third party if the requested cancellation or amendment is not accomplished, and you will be obligated to pay the payment order as transmitted.

## 9.8. Reliance on Identifying Number

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

## 9.9. Rejection of Payment Orders

We have the right to reject, and refuse to accept, any payment order for any reason, including your failure to maintain a sufficient balance in an Account. We will have no liability to you based on such rejection or refusal. If we reject any payment order, we will attempt to notify you within a reasonable period of time, but we will have no liability to you based on any failure or delay in providing such notice. We will also attempt to notify you if a wire transfer is returned to us, but we will have no liability to you based on any failure or delay in providing such notice. We are not obligated to re-send a wire transfer that is returned to us if we complied with the original payment order.

## 9.10. Notice of Errors; Limitation of Liability

We will notify you in your periodic Account statement or other Account information made available to you of any credit to or debit from your Account resulting from any wire transfers, and we will not be required to provide any other notice to you. You agree to notify us in writing of any error or unauthorized wire transfers within fourteen (14) calendar days from the date we notify you of execution of the

wire transfer, whether such notice is given by periodic statement or by any other means. Your failure to notify us within this time period will prevent you from asserting against us a claim for lost interest on an erroneous or unauthorized wire transfer. Furthermore, you will also be liable to us for any Losses we may incur as a result of your failure to notify us within this 14-day time period. In addition to our limits on liability set forth elsewhere in this Agreement, if we do not exercise ordinary care and this causes a failure, delay or improper execution of a payment order, our liability shall be limited to an amount equal to interest losses attributable to such failure, delay or improper execution, which amount shall be calculated by using a rate equal to the average Federal Funds rate for that period. This paragraph does not apply to Remittance Transfers. For Remittance Transfers, we will provide the applicable disclosures at the time of initiation.

## SECTION 10: ATM AND DEBIT CARD TERMS

These terms govern the use of Cards we issue in connection with your Account. By requesting, using, or allowing use of a Card in connection with your Account, you agree to be bound by these terms. Card transactions are electronic funds transfers subject to the terms of Section 8, "Electronic Funds Transfers."

### 10.1. 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.

### 10.2. 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.

### 10.3. Your Agreement to Pay

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

### 10.4. 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.

### 10.5. 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.

### 10.6. ATM Safety

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

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

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

### 10.7. 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.

### 10.8. 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.

### 10.9. Card Transaction Limits

For security purposes, there are dollar limitations on the transactions that can be made each calendar day using your Card. These limits are assigned for your protection. To find out more information about your daily limits, please call our Client Care Center at **1-800-731-2265**. We may adjust the limitations on your Card from time to time and subject to Applicable Law, based on periodic risk assessments or upon your request. Any such changes will generally be effective immediately unless we are required to provide prior notice under Applicable Law. Below are the standard initial transaction limits for each Card:

	ATM Transactions	Purchase Transactions
<b>ATM Access Mastercard®</b>	\$510 per day	\$1,000 per day
<b>Debit Mastercard®</b> (if linked to EZ Access Account)	\$310 per day	\$1,000 per day
<b>Debit Mastercard®</b> (all other Account types)	\$1,010 per day	\$7,000 per day
<b>Platinum World Debit Mastercard®</b>	\$2,510 per day	\$10,000 per day

### 10.10. 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.

### 10.11. 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.

### 10.12. 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.

### 10.13. 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.

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

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

### 10.15. 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.

### 10.16. Digital Wallets

The terms in this Section 10 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.

### 10.17. 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.

### 10.18. Termination of Card Services

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

## SECTION 11: ARBITRATION AGREEMENT

### 11.1. How to Resolve a Formal Dispute

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

### 11.2. 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 11 (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.

### **11.3. 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.

### **11.4. 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.

### **11.5. Costs of Arbitration**

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

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

### **11.6. 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.

### **11.7. 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.**