



SMALL BUSINESS DIGITAL BANKING SERVICES AGREEMENT

This Small Business Digital Banking Services Agreement between you and Old National Bank governs your use of the content, products and services offered through our online and mobile banking platforms for small business customers (collectively, the “Services”). “Client,” “you” or “your” refers to the owner of an Account and anyone that accesses or uses the Services on their behalf. Old National Bank is referred to herein as “Bank,” “us,” “we” and “our.” “Online Banking” refers to the Bank’s website through which you can access the Services and “Mobile Banking” refers to the Bank’s mobile application through which you can access some or all of the Services. Online Banking and Mobile Banking are each deemed “Services” hereunder. In order to activate the Services, you must have an eligible deposit account, loan, or other product with Old National Bank (each, an “Account”). By enrolling in Online Banking and/or Mobile Banking, you warrant that you are eighteen (18) years of age or older and are authorized to enter into this Agreement and to access the Account through the Services.

Your use of the Services is governed by this Small Business Digital Banking Services Agreement and any other terms and conditions we provide to you in connection with the Services (collectively, the “Agreement”); our Deposit Account Agreement and Disclosure – Business Accounts, each as it may be amended from time to time (the “Account Agreement”); and any loan or credit agreement for your Account, if applicable (“Loan Agreement”). To the extent that there is a conflict between this Agreement and the Account Agreement, the terms of this Agreement will control. To the extent there is any conflict between this Agreement and any Loan Agreement, this Agreement will control with respect to your use of the Services and your Loan Agreement will control with respect to transactions on that loan or credit Account. When you use the Services or authorize others to do so on your behalf, you agree to the terms and conditions of this Agreement. Capitalized terms not defined in this Agreement have the meaning provided in the Account Agreement.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and us agree that any dispute under this Agreement or related to your use of the Services 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.

Section 1. Access to Services. Some of the Services are automatically available once you activate Online Banking, while other Services have a separate enrollment process before they will be available for use. When you use or enroll in a Service, this is your authorization for Bank to provide the Service to you in accordance with the terms of this Agreement, including any separate terms we provide to you regarding such Service (which, for the avoidance of doubt, are part of this Agreement). You may generally access the Services twenty-four (24) hours a day, seven (7) days a week. However, availability of the Services may be suspended for brief periods of time for purposes of maintenance, updating the software, or in the event of an emergency. In addition, access to the Services may be slower at times due to high Internet traffic or other factors beyond our control. We are not responsible for any delays or difficulties you may have in accessing the Services or any features or modules within the Services. If the Services become unavailable for any period of time, you should promptly notify us and you will be responsible for carrying out your banking activities through alternative delivery channels.

Section 2. Device and Equipment Requirements. In order to use the Services, you will need a compatible personal computer or another Internet-enabled device, including a mobile device (each, a “Device”), that meets Bank’s minimum requirements, as they may be updated from time to time. You are solely responsible for the maintenance and operation of your Device and the installation of all software, hardware or other equipment needed for you to access and use the Services, including an Internet service provider, current web browsers, and reputable anti-virus and Internet security software (collectively, “Equipment”). You

are solely responsible for any errors, malfunctions, deletions, failures, virus, or other problems with the Equipment and for the information transmitted and received through the Equipment. You acknowledge that there are certain risks associated with using an open network like the Internet, such as security, corruption, availability, and transmission error risks, and you expressly assume such risks by using the Services, including the risk that you do not operate your Device properly. Your data could be lost or destroyed in the event of a system failure or interruption, and you are responsible for verifying the accuracy and completeness of any transactions affected by such system failure or interruption through means other than the Services.

Section 3. Credentials. You will be required to use certain security codes or credentials, which may include a login ID, password, Personal Identification Number, or other authentication code (collectively, "Credentials") to access the Services. You agree that we are authorized to act on any transactions and instructions received using your Credentials, and you agree that the use of your Credentials will have the same effect as your signature authorizing the transaction or instruction. You are responsible for maintaining the security of your Credentials. When you disclose your Credentials to another person or entity, including any data aggregation service provider, you are responsible for any activity or transactions performed on your Account by such person or entity and for any use of your personal information and Account information by such person or entity. The loss, theft, or unauthorized use of your Credentials could cause you to lose some or all of the money in your Account. In order to protect against the risk that your Credentials will be lost or stolen or fraud may occur, you should adhere to the following guidelines:

- Do not give out your Account information or Credentials;
- Do not leave your Device unattended while you are logged in to Online Banking or Mobile Banking;
- Do not allow your Internet browser to store your Credentials;
- Never leave your Account information within range where it can be accessed by others;
- Do not send any sensitive Account information such as your Account number or Credentials using any public or general e-mail system;
- Create a strong password for your Credentials by avoiding familiar names or personal information, using upper and lower case letters, numbers, and characters; and
- Log out of Online Banking or Mobile Banking and close your browser completely after each session.

You agree to notify the Bank immediately by phone at 1-800-731-2265 if the confidentiality or security of any Credentials is breached or threatened or if you believe someone has used the Services without your permission, followed by written notice to the Bank. We will have no liability to you for any unauthorized transactions made using your Credentials that occurs before you have notified us and we have had a reasonable opportunity to act on that notice. You agree to cooperate with us in connection with our incident response investigation in a timely manner and to provide any information requested by us promptly following our request.

Section 4. Security Procedures. You agree to use the Services in accordance with the terms of this Agreement and any security procedures (including the Credentials) offered by Bank in connection with the Services. The security procedures are designed to verify the origin and authenticity of transactions and are not designed to detect errors in any transaction initiated through the Services. You acknowledge that the security procedures offered by Bank are commercially reasonable and suitable for you with respect to your intended use of the Services, including the size, type, and frequency of your transactions. Any transactions communicated to Bank in your name in compliance with the security procedures, and all access to and use of the Services using the security procedures assigned to you, are considered authorized by you, whether or not authorized, and you shall be bound by the same in accordance with Applicable Law and the terms of this Agreement. "Applicable Law" under this Agreement means any federal and state law (to the extent not considered to have been preempted by federal law) that applies to a party or a Service and the applicable rules and regulations promulgated by the FDIC, Office of the Comptroller of the Currency, Federal Reserve and any money transfer system, network or clearing house used by Bank in providing Services. This includes, but is not limited to, as applicable, the sanctions laws, regulations and orders administered by the U.S. Treasury Department's Office of Foreign Asset Control ("OFAC"); laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), including the Bank Secrecy Act, the U.S.A. PATRIOT Act and the requirements for customer identification required thereby; to the extent applicable to businesses, the Electronic Funds Transfer Act and Regulation E promulgated thereunder; Articles 3, 4 and 4A of the Uniform Commercial Code as enacted in the State of Indiana; the Check 21 Act and Regulation CC promulgated thereunder; and restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006. "Applicable Law" also includes the rules of any network, money transfer system or clearing house used by Bank in providing Services, including without limitation, applicable NACHA and Midwest Automated Clearing House Association rules, as well as the operating rules of an applicable card network. It further includes laws that may be referenced in this Agreement.

You agree to maintain the complete security and confidentiality of the security procedures, and to implement prudent internal security practices to control access to and use of the security procedures. You acknowledge that your failure to safeguard the security procedures may enable unauthorized access to the Services, the Accounts and your data. If you choose to communicate any transactions to us in a manner that varies from the security procedures, then you agree to be bound by and pay for such transactions, whether or not authorized, when accepted by us in good faith, and you will be deemed to have refused the security procedures that Bank offers and recommends as commercially reasonable. However, we have no obligation to accept any transactions that are not communicated in compliance with the security procedures, and we shall not be responsible for our refusal to act upon any transactions received which do not comply with the security procedures.

Section 5. Fees and Charges. You agree to pay any and all fees for the Services, as they may be updated or changed from time to time. Fees for a particular Service, if any, will be disclosed when you enroll in or access that Service or in such manner as determined by Bank. We may deduct these fees from any of your Accounts with us, even if that makes your balance negative. In addition, you are responsible for any service charges imposed by your Internet service provider, wireless carrier, and any other associated charges that you may incur in connection with your use of the Services, including messaging rates that apply to SMS usage and data charges that may apply to downloadable content. Such service charges are not Bank fees and you acknowledge that Bank has no control over how they are incurred or charged.

Section 6. Changes to the Agreement and Services. We may change the terms of this Agreement, including adding, modifying, or removing any Services or features and changing the fees for the Services, at any time in our sole discretion. We reserve the right not to provide prior notice of any such change unless required by Applicable Law. We will communicate such changes in any manner deemed acceptable by the Bank, including by posting the updated Agreement or Service terms on our website, and you agree that your access to the website will be sufficient notice thereof. If you continue to use the Services after the effective date of any change, your continued use will constitute your acceptance of and agreement to such change.

Section 7. Intellectual Property, License. The Services and all content, pages, screens, information, offers, trademarks, service marks, logos, slogans, and any other intellectual property relating to Online Banking and Mobile Banking are copyrighted by or licensed by Bank and the unauthorized use, reproduction, linking or distribution of any portion is strictly prohibited. We grant to you, for your personal use only, a non-exclusive, limited, and revocable right to access and use the Services. You agree not to use the Services for any other purpose, including commercial purposes such as co-branding, linking, or reselling, without our prior written consent. Bank and its licensors retain all rights, title, and interest in and to the Services. We make no representation or warranty that the Services are available or appropriate for use in countries other than the United States, and you are responsible for complying with all laws (including foreign and domestic laws requiring governmental consent) applicable to where you use the Services.

Section 8. Third-Party Content. You may be able to link to websites or access content provided or hosted by third parties, such as financial market data, quotes, news, research, and other information, through the Services (collectively, "Third-Party Content"). We do not endorse, recommend, or make any representations regarding Third-Party Content, including the accuracy, completeness, reliability, or suitability thereof for any particular purpose, and we are not in any way responsible for any decision you make or action you take in reliance on any Third-Party Content. In addition, you should be aware that the website or link through which Third-Party Content is accessed may provide less security than the Bank's Services and have a different privacy policy, which you should review to understand how your information may be collected and used. Your access, use and reliance upon any Third-Party Content is at your own risk.

Section 9. Notices; Changes in Contact Information. You agree that Bank may send notices or other communications related to the Services or this Agreement to you electronically, including by email, by sending a secure message or posting a message within Online Banking or Mobile Banking, by SMS text message (if you have not opted-out), or by any other electronic method as we select. In certain circumstances we may elect to send notice to you by mail. Any notice we send you will be effective, and deemed delivered to you, when sent electronically, posted within Online Banking or Mobile Banking, mailed, or otherwise made available to you. We are not responsible for notices or other communications that are lost, delayed, or corrupted in transit. It is your responsibility to provide us with your current contact information, including your email address. We are entitled to rely on the contact information we have for you in our records unless and until you notify us that it has changed and we have had a reasonable opportunity to update our records accordingly. You can update your contact information by contacting our Client Care Center at 1-800-731-2265, visiting a branch location, or using the self-service options within Online Banking or Mobile Banking.

You may contact us electronically through our secure messaging system or by phone if you have questions or need to report issues regarding the Services. Regular email may not be a secure method of communication therefore we do not recommend

you contact us by regular email with any sensitive information. In situations where you are required to provide notice to the Bank under this Agreement, such as notice of termination, you agree to send notice to the Bank in writing by United States registered or certified mail, postage prepaid, or by express carrier, to Old National Bank, P.O. Box 419, Evansville, Indiana 47703-9990 and such notice will be deemed given upon Bank's receipt. Bank may designate a different address for notices by informing you of such change as described above.

Section 10. Termination. We reserve the right to terminate this Agreement or to suspend or terminate any or all Services at any time in our sole discretion, with or without prior notice. If you wish to terminate any or all of the Services, you must notify us in writing. Such termination notice must include your name, address, and which Service(s) you are terminating. You understand that once a Service is terminated, any scheduled transactions will be cancelled and will not be processed; provided, that Bank is authorized to continue providing the Services, including processing any scheduled transactions and charging any applicable fees, until we have received your termination notice and had a reasonable opportunity to act upon it.

Section 11. Disclaimer of Warranties. YOU AGREE THAT YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THIRD-PARTY CONTENT) IS AT YOUR OWN RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES: (A) WILL MEET YOUR REQUIREMENTS; (B) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) THAT ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

Section 12. Limitation of Liability. In addition to any limits on our liability under the Account Agreement and any Loan Agreement, you agree that we and our affiliates, officers, directors, employees, agents, service providers and licensors will not be liable for any losses, claims, liabilities, damages, obligations, demands, charges, expenses, and/or costs (including reasonable attorney's fees) (collectively, "Losses") arising from or in connection with: (a) any unavailability of the Services, including any expenses you may incur as a result of using alternate means to access your Account or initiate transactions, or (b) circumstances beyond our reasonable control, including any errors, failures, malfunctions or other issues with your Equipment or Device, such as any virus, lack of connectivity or Internet access, incompatibility of any hardware or software used to access the Services, malfunction or failure of any equipment or communication lines, telephone or other interconnect problems, or problems or delays with Internet service providers or wireless carriers. YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF PROFITS, GOODWILL, USE OR DATA, REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF, OR COULD REASONABLY FORESEE, SUCH DAMAGES OR LOSSES. Your obligations under this Section will survive termination of the Agreement. Without regard to care or lack of care by you or us, you agree that any claim, legal action or proceeding against us regarding the Services or this Agreement must be brought within one (1) year from the date that the event giving rise to the claim first occurred.

Section 13. Indemnification. In addition to your indemnification obligations under the Account Agreement and any Loan Agreement, you agree to indemnify and hold us and our affiliates, officers, directors, employees, agents, service providers and licensors harmless from and against any Losses that we may incur in connection with: (a) use of the Services by you or any person using your Credentials; (b) any third-party claim related to your use of the Services, including any allegation of infringement, misuse, misappropriation or unauthorized disclosure based on information, data, files or other content or materials you submit to us; (c) your violation of this Agreement, Applicable Law, or the rights of any third party; (d) any stop payment request; or (e) your provision to us of a telephone or mobile phone number, email address or other contact information that is not your own. Your obligations under this Section will survive termination of this Agreement.

Section 14. Sufficient Funds or Credit; Transaction Limits. You agree to maintain sufficient available funds or credit, as applicable, in your Accounts to pay for all transactions you initiate through the Services, including fees and any other expenses payable to Bank. We reserve the right, without notice to you, to cancel or reject any transaction if the applicable Account does not have sufficient available funds or credit. We may also impose limits on the volume, dollar amount, or types of transactions that you can initiate through the Services and you agree not to exceed any such transaction limitations. Transaction limits will be communicated to you in any manner deemed acceptable by Bank or as otherwise required by Applicable Law.

Section 15. Records. You acknowledge that information provided through the Services is provided "as is," changes frequently, and is subject to updating, verification and correction. The Services are provided for your convenience only and do not replace your Account statements, which are the official record of your Accounts. We will not be liable for any errors or omissions in the

information provided through the Services and expressly disclaim any responsibility to update any information provided through the Services.

Section 16. Information Recording. When you use the Services to conduct transactions, you understand that the information and communications you transmit will be recorded and you consent to such recording. You agree that we may record any telephone conversation you have with Bank regarding the Services and/or your Account for the purpose of documenting your instructions or for our own training purposes. However, we are not obligated to do so and may choose not to record such conversations in our sole discretion.

Section 17. Privacy Policy; Confidentiality. The most recent versions of our Privacy Policy and Online Privacy Statement, each as they may be amended from time to time, are available at <https://www.oldnational.com/agreements-disclosures>. Please note that our Privacy Policy only applies to consumers, so it will not apply with respect to your business Accounts. You agree that we may collect, use and share information about you, your Account and your use of the Services to provide the Services you have requested and to maintain the Services, and as otherwise permitted by Applicable Law. We may disclose information to third parties about your Account or the electronic funds transfers you make through the Services:

- 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.

Section 18. Business Days. The Services are generally available twenty-four (24) hours a day, seven (7) days a week; however, we only process transactions and update information on Business Days. Our "Business Days" are Monday through Friday, excluding federal holidays. Any transaction or instruction received by Bank on a non-Business Day, or after the applicable cutoff time on a Business Day, will be treated as received on the next Business Day. The cutoff times for the Services may change from time to time.

Section 19. Assignment; Use of Service Providers. You may not assign this Agreement to any other party. Bank may assign this Agreement to any company affiliated, directly or indirectly, with Bank. Bank may also assign or delegate certain of its rights and responsibilities under the Agreement to independent contractors or third parties. Bank's use of a third-party service provider or vendor in connection with the Services does not relieve Bank of its obligations under this Agreement, and Bank will be responsible for the aspects of the Services performed by its service providers or vendors to the same extent as if Bank had performed or failed to perform the Services. You agree not to bring a claim or any form of legal action against any Bank service provider or vendor and acknowledges that any such claims should be brought only against Bank.

Section 20. Governing Law; Dispute Resolution. This Agreement and any claims or disputes relating to or arising out of this Agreement or the Services shall be exclusively governed by, and construed in accordance with, federal laws and regulations and the laws of the State of Indiana, without regard to Indiana's conflict of law principles. If you have a dispute with us that cannot be resolved informally, you and we agree that it will be resolved by the arbitration process described in Section 34 below.

Section 21. Online Banking Services, Features. The following features and Services are available through Online Banking, as they may be changed or removed and new capabilities added from time to time. You may need to separately enroll in some Services that may be available now or in the future. All of the Services are governed by this Agreement, and some Services have additional terms and conditions that will be provided when you enroll.

- (a) **Balance Reporting.** You may use the Services to request and receive Account information about one or more specified Accounts. This includes Account balance information, the status and description or any or all items, debits, credits or charges to the Account, the Account history, and all other information about activity associated with the Account.
- (b) **Funds Transfers.** You may use the Services to transfer funds between your eligible Accounts. When you request a transfer, you authorize us to transfer funds according to your instructions and you agree to pay any applicable transaction fees. You agree to have sufficient available funds or available credit, as applicable, in your designated Account on the transfer date. Your ability to make transfers is subject to any applicable transaction limits on your Accounts and any other limits we impose for transfers through the Services. We reserve the right to reject any transfer request in our sole discretion for failure to comply with such limits or any other applicable requirements for the Services

or your Accounts. You can check the status of any transfer through the Services; we are not obligated to separately notify you if any transfer is rejected or cannot be processed for any reason. When you request a transfer on a Business Day prior to the cutoff time, the transfer will be processed that day. When you request a transfer after the cutoff time or on a non-Business Day, the transfer will be processed the next Business Day. Each transfer made from a loan or credit Account is treated as a cash advance and is subject to terms of the applicable Loan Agreement.

- (c) Electronic Statements (“eStatements”). You may use the Services to receive eStatements for your eligible Accounts through the Services, which will allow you to view your current and past Account statements for all of your eligible Accounts through Online Banking. We will no longer send your Account statements in the mail if you are receiving eStatements. The same terms apply with respect to eStatements as for statements delivered in paper form, and the Account Agreement remains in effect, including your obligation to review your statements and promptly report any errors or discrepancies to Bank. The frequency of statement delivery is the same for both eStatements and paper statements and depends on the Account type. You may change your statement delivery elections at any time through the Services; provided, that your elections may not take effect until your next statement period.
- (d) Stop Payment Requests. You can request to stop payment on checks written on your Accounts through Online Banking. Stop payment requests submitted through Online Banking are subject to the terms of the Account Agreement, including applicable fees. You agree that the stop payment fee will be automatically debited from the designated Account. Stop payment requests on electronic funds transfers cannot be submitted through Online Banking. You have no right to stop payment on any electronic funds transfer after it has been received by us. See the Account Agreement for more information.
- (e) Text (SMS) Messaging. You may use the Services to request that Bank send SMS messages based upon instructions you provide. For instance, you may set an alert for a low balance threshold you have established for an Account. Each SMS message is sent to you without being encrypted and will include certain information requested about the Account(s). Text (SMS) Messaging is provided solely for your convenience and does not replace your Account statements, which are the official records of your Accounts. You agree that Text (SMS) Messaging does not create any new or different liability for Bank beyond what is applicable under this Agreement and the Account Agreement. You must provide a valid telephone number for Text (SMS) Messaging so that we may send information about your applicable Account. We may send any Text (SMS) Message through your communication service provider in order to deliver it to you. You agree that your communication service provider is acting as your agent in this capacity. We will determine in our sole discretion what information we make available through Text (SMS) Messaging. We will not send marketing messages through Text (SMS) Messaging. Receipt of Account information through Text (SMS) Messaging may be delayed or impacted by factor(s) pertaining to your wireless carrier or other parties. Text (SMS) Messaging is subject to the terms and conditions of your agreement with your wireless carrier, and use of the SMS function may result in additional fees. You are responsible for all charges imposed by your wireless carrier in connection with Text (SMS) Messaging, including charges for SMS messaging and data usage.
- (f) Direct Connect. With Direct Connect, you can access your eligible Accounts and initiate certain transactions using the Services through your Quicken® or QuickBooks® software (the “Third Party Software”). You must register for Direct Connect within Online Banking and create a connectivity password (which, for the avoidance of doubt, is part of your Credentials) before you can access your Accounts through the Third Party Software. You acknowledge that the Third Party Software is offered by a third party and is not part of the Services, and Bank is not responsible for the operation of the Third Party Software or for the communications connection between the Third Party Software and the Services. Our sole responsibility is to process instructions that we actually receive through Direct Connect related to your Account and the Services in accordance with the applicable terms of this Agreement. Your use of and reliance on the Third Party Software is at your own risk and you acknowledge that the third party providing the Third Party Software is your vendor and will not be deemed to be Bank’s agent or service provider with respect to offering and providing the Third Party Software to you.

Section 22. Online Bill Pay.

- (a) Service Description. With Online Bill Pay, you can authorize us to remit funds from your designated Account to make bill payments to persons or business entities you specify (“Billers”). There is a separate enrollment process for this Service and there may be additional terms and instructions presented when you access the Service. You may also elect to use the e-Bills feature of this Service, as described further below.

- (b) Scheduling Payments. You can use Online Bill Pay to schedule a one-time payment or automatic recurring payments to your Billers. Each Biller must be an eligible business, merchant or professional with a valid United States address. You must provide the correct information for the Biller, including their name, address, payment amount, and such other information as is required to schedule a payment.

When you schedule a payment through the Service, you authorize us to debit your designated Account and remit funds on your behalf to the Biller in accordance with your payment instructions. It is your responsibility to schedule payments in such a manner that the Biller receives your payment no later than the due date on the statement provided to you by the Biller. Payments can only be processed on Business Days. If the due date falls on a non-Business Day, you should schedule your payment at least one (1) Business Day before the actual due date.

- (c) Processing Payments. We will use commercially reasonable efforts to make your scheduled payments properly. Your designated Account must contain sufficient funds to make the payment on the date it is processed. We reserve the right to select the payment method used to remit funds on your behalf to the Biller. This may include payment by check, ACH, electronic check, laser draft payment, or any other method we choose. In order to process payments more efficiently and effectively, we may edit or alter payment data or data formats in accordance with Biller directives.
- (d) Canceling Payments. You may cancel or change any scheduled payment without charge before it has begun processing. Once a payment has begun processing, you cannot cancel or change it unless you make a timely stop payment request and we are able to act on your request before the payment has been processed. See Section 21(d) for information on how to make a stop payment request.
- (e) Limits, Exception Payments. We reserve the right to limit the amount of payments, the number of payments, or the Billers you may designate through the Service. You agree not to send payments for gambling debts or other payments that are prohibited by Applicable Law through the Service ("Exception Payments"). Tax payments or court-ordered payments are also Exception Payments, and you agree that any such payments are at your own risk. We will not be liable for any Losses resulting from you scheduling Exception Payments through the Service or our refusing to make any Exception Payments. You agree that we will have no obligation to research or resolve any claims resulting from Exception Payments being misapplied, misdirected or mis-posted.
- (f) Liability Limits. You agree that we will not be liable if we are unable to complete any payment you schedule through the Service due to: (i) incomplete or erroneous information provided by you; (ii) insufficient funds in your designated Account to make the payment; (iii) the payment processing center is not working properly and you know or have been advised about the malfunction; (iv) the Biller cannot or will not accept a payment delivered by us; (v) the Biller delays crediting the payment to your billing account; (vi) we suspect the payment is fraudulent or is an Exception Payment; (vii) we suspect the Biller is a restricted or blocked entity under Applicable Law, including OFAC sanctions; or (viii) circumstances beyond our control prevent the proper execution of the payment, such as emergency conditions, power failure, outages or delays of any payment processing network or clearinghouse, malfunction or failure of any equipment or communication lines, or other force majeure event.
- (g) Service Guarantee. In the event a payment is delayed for reasons other than those described in the "Liability Limits" paragraph above, we will reimburse you for up to \$50 of any fees or charges imposed by the Biller as a result of the late payment (the "Service Guarantee"). The Service Guarantee does not apply with respect to Exception Payments, and it is conditioned on you scheduling the payment such that it should have been delivered to the Biller timely (i.e., taking into account the due date for your bill and the fact that payments are only processed on Business Days).
- (h) Electronic Bill Delivery and Presentment ("e-Bills"). With e-Bills, you can request your Billers to provide electronic bills to be presented to you through the Services. When you elect to active e-Bills, you agree to the following terms:
 - (i) Upon activation of e-Bills, we may notify the Biller of your request to receive electronic billing information. The timing for presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. Additionally, the ability to receive a paper copy of your billing statement(s) is at the sole discretion of the Biller. While e-Bills is being activated, it is your responsibility to keep your Biller accounts current. Each Biller reserves the right to accept or deny your request to receive electronic bills.

- (ii) Your activation of e-Bills for a Biller shall be deemed to be your authorization for us to obtain bill data from that Biller on your behalf. For some Billers, you will be asked to provide us with your username and password for your account with that Biller. By providing us with such information, you authorize us to use it to obtain your bill data.
- (iii) We will present your electronic bills by notification within the Service. In addition, we may send an email notification to the email address listed for your Account. It is your sole responsibility to ensure that your contact information is accurate. In the event you do not receive notification, it is your responsibility to periodically login to the Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. It is your responsibility to contact your Biller directly if you do not receive your billing statements.
- (iv) We are unable to update or change your contact information with the Biller, such as name, address, phone number and email address. You must contact the Biller directly to make any such changes. Additionally, it is your responsibility to maintain all usernames and passwords for your accounts with your Billers. You agree not to use someone else's information to gain unauthorized access to another person's bill. We may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller at the time of activating e-Bills for that Biller.
- (v) The Biller reserves the right to cancel e-Bills at any time. You may also cancel e-Bills at any time for any or all of your Billers. The time frame for cancellation may vary from Biller to Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. We will notify your Biller(s) as to the change in status of your Biller account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. We are not responsible for presenting any electronic bills that are already in process at the time of cancellation.
- (vi) Your use of e-Bills does not change your liability or the obligations that exist between you and your Billers. You agree to hold Bank harmless should you fail to receive any electronic bill. You are solely responsible for ensuring timely payment to your Billers. Copies of previously delivered bills must be requested from the Biller directly. We are not responsible for the accuracy of your electronic bill(s). We only present the information we receive from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill must be addressed with the Biller directly.

Section 23. Mobile Banking.

- (a) Service Description. You may download and use the ONB Mobile App to access some or all of the Services, including to view balance information, eStatements and alerts for your eligible Accounts. In addition, you may access Online Bill Pay and Commercial Mobile Deposit through the Mobile App if you have enrolled in these Services. The ONB Mobile App is considered part of the Services.
- (b) Liability. Neither Bank nor its vendor will be liable for any errors in the content of information obtained or transmitted through Mobile Banking, or for any actions taken in reliance thereon (including, but not limited to, the type of alerts and other preferences you select). You are responsible for any and all charges, including, but not limited to, fees associated with text messaging or data usage rates imposed by your telecommunications carrier. We are not responsible for any Losses resulting from your failure to comply with any terms and conditions provided by any telecommunications carrier or any app store. Any Losses incurred through the loss of a Device or the safeguarding (or failure to adequately safeguard) of Credentials will remain your sole responsibility.
- (c) Monitoring the Service, Sharing Information. Bank and its service providers may receive and share with one another names, domain names, addresses, telephone and device numbers, the content of messages, data files and other data and information you provide or from other sources in connection with Mobile Banking. Bank and its service providers will maintain reasonable safeguards to protect this information from unauthorized disclosure or use, but we reserve the right to use and disclose your information as reasonably necessary to deliver the Services and as otherwise permitted by Applicable Law, including, without limitation, compliance with court orders or instructions from a government agency, to protect the personal safety of subscribers or the public, to defend claims, and as you otherwise authorize. Bank and its service providers also reserve the right to monitor the use of Mobile Banking for purposes of verifying compliance with Applicable Law, this Agreement, and any applicable license, but disclaim any obligation to monitor, filter, or edit any content. We reserve the right to limit the number of Devices through which you may access the Service.

- (d) **Limitations.** It is important that you understand the limitations of Mobile Banking, including but not limited to the following: (i) because Mobile Banking is accessible only through your mobile Devices, your access to Mobile Banking may be limited by the services provided by your telecommunications carrier; and (ii) there may be technical or other difficulties related to Mobile Banking, which difficulties may result in the loss of data or personalized settings or other Services interruptions. We do not assume any responsibility for the timeliness, deletion, or mis-delivery of your data or for any failure to store your data, communications, or personalized settings in connection with your use of Mobile Banking; nor for the delivery or the accuracy of any information requested or provided through the Services. We reserve the right to block access or delete the Mobile Banking software from your Device if we or our service provider have reason to believe you are not complying with this Agreement or suspect a Device has been infected with malicious software or virus.

Section 24. User Access Warranties. The Services recognize a hierarchy of users and user privileges with Client-level and User-level limits and controls to assist with segregation of duties and to enable dual control. Client will establish the access rights and entitlements of its Primary Administrator(s) and Users, which will apply when accessing the Services through both Online Banking and Mobile Banking. The "Primary Administrator" is Client's employee, agent or other individual appointed by Client to act as its administrator with respect to the Services. "Users" are Client's employees, agents or other individuals designated by Client or the Primary Administrator to conduct certain tasks through the Services.

The Primary Administrator has broad authority with respect to the Services, including the ability to:

- (a) designate one or more other persons as secondary administrators;
- (b) change Account nicknames;
- (c) be designated as or designate a point of contact for Bank's support staff;
- (d) designate persons as Users and establish and change User access privileges and authority for the Accounts and Services;
- (e) terminate Users;
- (f) reset the Credentials of any secondary Administrator or User; and
- (g) perform such other functions as may be added from time to time. Primary Administrators may also designate themselves as Users and establish their own access privileges for the Services.

Client is solely responsible for any actions taken by its Primary Administrators and Users and the authority any Primary Administrator gives other Users to act on Client's behalf. Bank is not responsible if any User exceeds the limits of its authority. Client acknowledges that Bank does not control or oversee the role of Primary Administrator and Bank is not responsible for the security capabilities within the applicable Service provided by the Bank that may be available to the Primary Administrator. Client agrees to notify Bank immediately in writing in the form and format required by Bank to change or remove the Primary Administrator. Unless otherwise required by Applicable Law, Bank is not responsible for any Losses incurred in connection with the change or removal of a Primary Administrator: (i) if Client fails to timely notify Bank and provide any documentation that we require; or (ii) before Bank has had a reasonable opportunity to implement the change or removal in our systems.

Section 25. Related Company Services, Authority to Transfer or Commingle Funds. Client may request Bank to provide the Services to any company or person directly or indirectly controlling, controlled by, or under common control with Client (each, an "Affiliate"), and Client agrees that it shall be jointly and severally liable for each Affiliate's obligations under this Agreement. Bank will only permit combined access if Client and its Affiliate have a common Authorized Representative (as defined in the Account Agreement). Client hereby represents and warrants to Bank that any and all transfers and commingling of funds required or permitted by any Service or requested by Client, and all other aspects of the performance by Bank and Client, have been duly authorized by all necessary parties, including, without limitation, the owner of each Account, and that Client has obtained and shall maintain in its regular business records, and will make available to Bank upon request, for a period of seven (7) years after termination of the Services, adequate documentary evidence of such authorization from the owner of each Account, executed by the duly authorized officer(s) of each such owner in accordance with that owner's bylaws and/or resolutions. Client further represents and warrants that each transfer or commingling of funds authorized hereunder is not in violation of any agreement, bylaw, or resolution of Client or any of its Affiliates, nor is it in violation of any Applicable Law, decree, judgment, or order of any judicial or administrative authority. Each representation and warranty contained herein shall be continuing and shall be deemed to be repeated upon Bank's effecting each transfer and commingling of funds authorized hereunder.

Section 26. Wire Transfers.

- (a) Description. The Wire Transfer Service allows Client to initiate an instruction by Client to Bank or directly to a funds-transfer system for a Fedwire or electronic transfer of funds to a specified account or Beneficiary ("Payment Orders") to transfer funds electronically and, as appropriate, to transmit related messages to accounts at other eligible banks. Client may initiate Wire Transfers domestically and internationally (in US dollars) that are free form, repetitive, or recurring.
- (b) Limitations. Bank reserves the right to limit the availability of the Wire Transfer Service based on such factors as credit worthiness, the length and extent of Client's relationship with Bank and its Affiliates, transaction history, and such other factors as Bank, in its sole discretion, deems relevant.
- (c) Client Initiation Process. Bank, subject to the Security Procedures provided in subsection (e) below, will execute Wire Transfers in accordance with Payment Orders received from Client that are initiated via Online Banking, Mobile Banking, or such other system as Bank may make available from time to time, when such Payment Orders are made by those Users designated to do so by the Primary Administrator.
- (d) Process for Specific Types of Wire Transfers. (i) Free Form or Non-Repetitive Wire Transfers are one-time transfers initiated by Client. Client must provide all information required by Bank to process each such Wire Transfer, including, but not limited to, the Account from which the Wire Transfer will be made, the name and ABA routing number or SWIFT number of the bank holding the account to which the transfer will be made, the number of the account to which the transfer will be made, the name of the person or entity designated by Client to receive the proceeds of a Payment Order ("Beneficiary") and the amount. (ii) Repetitive Wire Transfers are transfers for which Client provides predefined information that may be used to initiate Payment Orders on a repetitive basis, changing only the dollar amount of each transfer and any additional information. When a Repetitive Wire Transfer is set up, Client has the ability to title each Payment Order for use to initiate subsequent wires. For Requests over the telephone, Client will need to complete a Repetitive Setup Form and will be assigned a repetitive code that Client may then use to initiate subsequent Payment Orders using the predefined information. (iii) Recurring Orders are Repetitive Wire Transfers that will be initiated automatically according to the frequency and timing required by Client. For this type of Payment Order, Client will set up a Repetitive Wire Transfer and then provide a letter of direction to Bank. Once the Client establishes a Recurring Order, the Payment Order described in the Recurring Order will be initiated automatically until Client cancels the Recurring Order in writing and Bank has had a reasonable opportunity to act on the instructions.
- (e) Security Procedures. "Security Procedures" means the use of Credentials and additional procedures, including secure browsers, Dual Control, encryption, and other systems and software that Bank utilizes from time to time to protect Client Accounts and transactions and mitigate fraud. (i) The Primary Administrator will assign the individual authority level of Users to initiate and/or confirm Payment Orders. Payment Orders transmitted via Online Banking or Mobile Banking must comply with the Security Procedures requirements described, and agreed to, including the use tokens. Bank recommends that an entry or transaction be made by one User and confirmed by another ("Dual Control") and regular audits of Users for this Service be conducted by Client. (ii) Call-Backs. In certain circumstances, Bank will call Client back and speak with an Authorized Representative on all wires that meet certain criteria based on algorithms, anomalies, Client profiles and history, amount of the Wire Transfer and the like, as such criteria is established by Bank from time to time. Client acknowledges call-backs are performed at the Bank's discretion and will not rely upon the completion of a call-back as a part of its Security Procedures. (iii) Client's use of the Service constitutes Client's acceptance of those Security Procedures as commercially reasonable and as a means of authenticating a Payment Order communicated to Bank by or on behalf of Client. Client acknowledges that the Security Procedures are used to confirm the authenticity of, and not to detect errors in, a Payment Order. Any Payment Order communicated by or on behalf of Client shall be effective as the funds transfer instruction or Payment Order of Client, and shall be enforceable against Client, whether or not authorized and regardless of the actual identity of the representative, sender or transmitter thereof, if such Payment Order is received in accordance with the applicable Security Procedures, and if Bank accepts such Payment Order in good faith. Bank may, in its discretion, use additional procedures to confirm the authenticity of any Payment Order. If Client chooses to communicate a Payment Order to Bank in a manner that varies from the Security Procedures, Client will be deemed to have refused the Security Procedures that Bank offers and recommends as commercially reasonable and Client agrees to be bound by and pay for any such Payment Order accepted by Bank in good faith, whether or not authorized. Client is solely responsible for maintaining a secure work environment to ensure against use of the Wire Transfer Service by unauthorized individuals. (iv) Client shall be bound by any Wire Transfer whether or not Bank verifies it in compliance with this Security Procedure if Client issued the

Payment Order or otherwise benefited from the Payment Order. Client is obligated to and shall pay Bank the amount of any Wire Transfer processed by Bank pursuant to Payment Order submitted by Client as contemplated by the Agreement.

- (f) Acceptance and Execution of Payment Order. (i) Subject to this Agreement, Bank will act upon a Payment Order after receipt of such Payment Order 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 (if such date is not earlier than the day such Payment Order is received and is a Business Day) or (B) on the day such Payment Order is received if no transfer date is stated. If the scheduled transfer date specified by Client is not a Business Day, or if Bank receives a Payment Order that does not specify a transfer date on a day that is not a Business Day, Bank will process the transfer on the next Business Day. Any Payment Order received by Bank after the applicable Wire Transfer Cutoff Time may be treated as received by Bank on the next Business Day. "Cutoff Time" means the time of day Bank will no longer accept items for a specific Service, and under which items or instructions received after that time may be considered received on the next Business Day, and which Bank reserves the right to change such from time to time with notice to the Client. Bank's acting upon a Payment Order will also be subject to the Business Day schedule of any bank or other party holding an account to be debited or credited under the Service. Wire Transfer Cutoff Times are subject to change from time to time at the sole discretion of Bank. (ii) No instructions or other restrictions limiting Bank's acceptance of Client's Payment Order(s) shall be effective unless accepted and agreed to in writing by Bank. However, Bank, at its option, may elect to act on instructions or other restrictions, which it believes in good faith, were made by Client. Client's Payment Order is considered accepted by Bank when Bank executes it. (iii) If the Beneficiary of any Wire Transfer is a person or entity listed on the list of Specially Designated Nationals and Blocked Persons or an OFAC sanctions program, Bank will not be obligated to complete the transfer and may "block" the funds until such time that OFAC issues a written release to Bank. In addition, if a Wire Transfer into Client's Account is from a person listed on the OFAC list of Specially Designated Nationals and Blocked Persons or a sanctions program, Bank will not be obligated to accept the transfer.
- (g) Rejection of Payment Order. Bank has a right to reject Client's Payment Order for an outgoing Wire Transfer for any reason including, but not limited to, the following: (i) Insufficient funds or insufficient balance in the Account that reflects deposits Client has made for which Bank actually received credit ("Collected Funds") in the amount specified in the Payment Order; provided that Bank may, in its sole discretion, allow an overdraft to complete a funds transfer, and Client shall repay Bank immediately, without demand, the amount of the overdraft plus any overdraft charges; (ii) If the Payment Order does not conform in form and substance with the requirements of this Agreement, Bank's format, or any applicable set-up forms; (iii) If Bank is unable to verify the authenticity of a Payment Order through the use of the Security Procedures; (iv) If Bank suspects fraud in connection with a Payment Order or the Payment Order is otherwise suspicious or anomalous for Client; or (v) Based on Bank's internal controls. Bank will notify Client by telephone of the rejection of any Payment Order.
- (h) Notices of rejection will be effective when given. (i) Cancellation or Amendment. Bank has no obligation to cancel or amend a Payment Order after its receipt or to cancel or amend any particular funds transfer evidenced by a standing order that is in effect. If Client sends Bank a Payment Order instructing Bank to cancel or amend a prior Wire Transfer and Bank is able to confirm the authenticity of the cancellation or amendment request using the Security Procedures, Bank will make a reasonable effort to act on that request, provided that (i) Bank will have no liability if it fails to act on or complete such order, and (ii) Client shall indemnify and hold Bank harmless from any and all liabilities, costs, and expenses that Bank may incur in attempting to cancel or amend the Wire Transfer.
- (i) Reliance on Identifying Number. In processing Wire Transfers, Bank may rely on the account number or the number of the intermediary bank that Client specifies in the Payment Order even if the number identifies a different person or bank. In that instance, Client is obligated to pay Bank the amount of the transfer originated by Bank on the basis of that Payment Order.
- (j) Notice. Client shall notify Bank in writing of any error or unauthorized Wire Transfer within fourteen (14) days from the date Bank notifies Client of execution of the Payment Order. Client's failure to notify Bank within this period will prevent Client from asserting against Bank a claim for lost interest on an erroneous or unauthorized Payment Order. Bank will notify Client of Wire Transfer deposits to Client's account by mail, electronic transmission, or other means that Client selects.

- (k) Fedwire and Applicable Rules. Each Payment Order may be executed by Bank using the funds transfer system of the Federal Reserve Bank or other funds transfer system. Each Payment Order will be subject to Applicable Law whether or not Bank is a member of the funds transfer system.
- (l) International Wire Transfers. Bank will effect Wire Transfers across country borders on Client's behalf. If Client's outgoing U.S. dollar Payment Order requests a transfer of funds in U.S. Dollars to a foreign Beneficiary, and Bank believes the Beneficiary's account is a foreign currency account, Client's payment may be delivered in the applicable foreign currency, converted by Bank at the applicable rate in effect at any point in the processing chain, unless Client has instructed Bank not to convert the currency. Any fee, commission or charges assessed by Bank or its correspondent shall be passed on to Client or deducted from the Wire Transfer amount and Bank may receive a fee or compensation for this transaction. Payment to a foreign country is subject to the laws of the foreign country involved. Bank assumes no liability for delays, non-delivery or other events resulting from causes beyond Bank's control. From time-to-time, Bank experiences various difficulties in transferring funds to certain countries. Those difficulties include (but not by way of limitation): (A) excessive delay in applying funds; (B) incorrect application of funds; (C) disappearance of funds; (D) excessively slow response to inquiries; or (E) government restriction on the transfer of such funds. In addition, countries and their subdivisions where the recipient is wired funds charge transfer taxes and other transfer fees that reduce the amount received. Client hereby acknowledges and assumes any expense in connection with such transfers which may be incurred by Bank in addition to normal and customary charges. Client is obligated to comply with all laws relating to the transfer of funds for foreign countries, individuals, or agencies. Noncompliance may result in the delay of Wire Transfers and fines equivalent to a percentage of the principal or confiscation of the entire principal amount of the transfer if an attempt is made to transfer funds to a sanctioned individual, agency and/or country.

Section 27. ACH Origination.

- (a) Description. Client may initiate Credit and/or Debit Entries by means of Automated Clearing House ("ACH") pursuant to this Agreement, and the National Automated Clearing House Association ("NACHA") rules, regulations, and guidelines ("NACHA Rules") and in accordance with the instructions designated by Client to Bank, and received and accepted by Bank, from time to time. Bank will act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Unless otherwise defined herein, capitalized terms shall have the meanings provided in the NACHA Rules.
- (b) Compliance with NACHA Rules. Client shall comply with, and be bound by, the NACHA Rules, as are in effect from time to time and acknowledges that it has access to a copy of the NACHA Rules, it has received a copy of the NACHA Rules, or it has the capability to purchase a copy of the NACHA Rules if it so desires.
- (c) Transmittal of Entries by Client. (i) Client shall prepare and transmit Credit and/or Debit Entries to Bank via Online Banking or Mobile Banking to Bank's processor in accordance with the instructions submitted by Client to Bank, and received and accepted by Bank, from time to time on or before the daily Cutoff Time. The total dollar amount of Entries transmitted by Client for any given Settlement Date shall not exceed the approved Max File Total or the Daily Exposure Limit otherwise established by Bank and communicated to Client as a part of Client's set-up. The limits may be changed at Bank's discretion. Client acknowledges Bank may reject Entries that exceed the established limit. (ii) Client may designate to Bank whether Client will submit ACH files in either unbalanced or balanced format, and thereafter Bank requires that ACH files always be submitted in the designated form. An unbalanced file means it contains only the originating items without any corresponding offset or settlement transaction. All ACH files must be in the standard ACH format based on the NACHA Rules. Bank may reject or refuse to execute an Entry or files containing Entries not prepared in accordance therewith. (iii) Bank currently processes CCD and PPD Entries. To the extent Client conducts transactions through the EFTPS - Electronic Federal Tax Payment System - Client represents and warrants (A) all transactions will be conducted in accordance with the terms and conditions established by and applicable to EFTPS and (B) Client will use the CCD+TXP record layout as established by EFTPS. (iv) In submitting any Entry, Client is responsible for providing all information required by Bank. Client bears sole and exclusive responsibility to verify that the information set forth in Entries it originates is authentic, accurate and conforms to the NACHA Rules. The Service provided hereunder is only designed to respond to information provided by Client. Accordingly, any inaccuracy in any information provided by Client may result in unintended processing by Bank. Bank bears no responsibility for detecting or reporting any error in data supplied by Client and shall not be liable to Client for any information provided by Client with respect to an Entry, which is inaccurate, incomplete, or otherwise incorrect. (v) Client shall ensure that any Addenda Information, in the form of payment, remittance or related data that Client seeks to transmit electronically through Bank in conjunction with an Entry, is accurate, in proper form, and conforms to any and all requirements of the

NACHA Rules. Bank reserves the unrestricted right to decline to transmit any Addenda Information on the basis that it is unreadable or not processable as well as for any other reason provided for under the NACHA Rules. In the event that Bank agrees to transmit and/or receive any Addenda Information on Client's behalf, Bank shall not be responsible for insuring and/or maintaining the confidentiality of any such Addenda Information.

- (d) Security Procedures. Entries transmitted via Online Banking or Mobile Banking must comply with the Security Procedures described, and agreed to, including using a token. Bank recommends Dual Control. If Client creates ACH files for direct transmittal and only submits instructions via Online Banking or Mobile Banking, Client represents and warrants that it requires Dual Control in connection with the origination and transmission of Entries, and Client assumes the risk if Dual Control is not utilized by its Users. Client acknowledges that the purpose of such Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of a file. No Security Procedures for the detection of any such error has been agreed upon by Bank and Client.
- (e) Compliance with Security Procedures. If an Entry (or a request for cancellation or amendment of an Entry) received by Bank purports to have been transmitted or authorized by Client, it will be deemed effective as Client's Entry (or request) and Client shall be obligated to pay Bank the amount of such Entry even though the Entry (or request) was not authorized by Client, provided Bank accepted the Entry in good faith and acted in compliance with the Security Procedures with respect to such Entry.
- (f) Processing, Transmittal and Settlement by Bank. (i) Except as provided in subsection (g), On-Ups Entries, and subsection (h), Rejection of Entries, Bank shall (A) process Entries received from Client to conform with the file specifications set forth in the NACHA Rules; (B) transmit such Entries as an ODFI to the Federal Reserve acting as a central facility for clearing, delivery and settlement of Entries between and among participating depository financial institutions ("ACH Operator"); and (C) settle for such Entries as provided in the NACHA Rules. (ii) Bank shall transmit such Entries to the ACH Operator prior to the Effective Settlement Date shown in such Entries, provided (A) such Entries are received by Bank's related Cutoff Time on a Business Day; (B) except for Same Day Entries, the expected settlement date, provided by the company or individual that initiates an ACH transaction according to an arrangement with a Receiver ("Originator), of an ACH Entry ("Effective Entry Date") is at least one day prior to Effective Settlement Date; and (C) the ACH Operator is open for business on such Business Day. Entries shall be deemed received by Bank in the case of transmittal by electronic transmission when the transmission (and compliance with any related Security Procedures provided for herein) is completed. (iii) Provided Client has enrolled in Same Day ACH Origination, Same Day Entries may be initiated, subject to a fee disclosed by Bank, as long as the amount is less than the per item limitation established by NACHA, which may change from time to time, and the format requirements are met. In the event Client transmits an Entry on the same Business Day as the requested Effective Settlement Date, Bank will treat the Entry as a Same Day Entry, subject to the appropriate fee. (iv) If any of the requirements of clause (A), (B), or (C) of paragraph (f) (ii) is not met, Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator which is a Business Day and a day on which the ACH Operator is open for business.
- (g) On Us Entries. Except as provided in subsection (h), Rejection of Entries, in the case of an On-Ups Entry received for credit or debit, Bank shall credit or debit the account of such person or organization that has authorized the Originator to initiate an ACH Entry to such person's account with the RDFI ("Receiver") in the amount of such Entry on the Effective Settlement Date contained in such Entry, provided the requirements set forth in clauses (A) and (B) of paragraph (f) (ii) are met. If either of those requirements is not met, Bank shall use reasonable efforts to credit the Receiver's account in the amount of such Entry no later than the next Business Day following such Effective Settlement Date.
- (h) Rejection of Entries. Entries may be rejected by Bank or the ACH Operator for reasons specified in the NACHA Rules. Bank may reject any Entry which does not comply with the requirements of subsection (c), Transmittal of Entries by Client, or subsection (d), Security Procedures, or which contains an Effective Settlement Date more than twenty-one (21) days after the Business Day such Entry is received by Bank. Bank may reject an On-Ups Entry, for any reason for which an Entry may be returned under the NACHA Rules. Bank may reject any Entry if Client has failed to comply with its Account balance obligations under subsection (m), Payment. Bank will notify Client by phone, electronic transmission or in writing of such rejection no later than the Business Day such Entry would otherwise have been transmitted by Bank to the ACH Operator or, in the case of an On-Ups Entry, its Effective Settlement Date. Notices of rejection shall be effective when given. Bank shall have no liability to Client by reason of the rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. Client may remake any rejected Entry as long as it corrects the cause of the rejection.

(i) Returns and Notifications of Change.

- (i) Returns. The system will auto-post detail on Entries returned by the ACH Operator in Online Banking or Mobile Banking for review by Client. Except for an Entry retransmitted by Client in accordance with the requirements of subsection (c), Transmittal of Entries by Client, Bank shall have no obligation to reinitiate a returned Entry to the ACH Operator if Bank complied with the terms of this Agreement with respect to the original Entry. Client shall be responsible for remaking and resubmitting any Debit Entries that may be returned. Bank may debit the Account for all funds that Client has received for Entries that are subsequently returned.
- (ii) Limits on Reinitiation of Returned Entries. Client's rights to reinitiate a returned Entry is limited: where Client requests, and Bank is capable, Bank may reinitiate Debit Entries returned due to insufficient or uncollected funds, but not more than two times following the return; (B) Client may also reinitiate an Entry when corrective action has been taken to remedy the reason for the return; (C) neither Client nor Bank shall knowingly resubmit Debit Entries returned due to stop payment unless reinitiation has been separately authorized by the Receiver after the Entry was returned; and (D) Client may not reinitiate Entries returned as unauthorized or returns due to revocation or termination of an authorization. Entries must in all events be reinitiated no later than 180 days of the Settlement Date of the original Entry.
- (iii) Excess Return Rates. Bank will monitor the return rates of Client's Entries and will require, within ten (10) Business Days of request, a detailed plan from Client to reduce return rates considered excessive under the NACHA Rules within thirty (30) days from NACHA's request for information or may terminate this Agreement. Bank may charge Client any fines or fees assessed against it by NACHA or a participating depository financial institution in the ACH process that receives Entries from the ODFI through the ACH Operator ("Receiving Depository Financial Institution" or "RDFI") for returned Entries.
- (iv) Dishonor of Returned Entry. Bank may dishonor a returned Entry to the RDFI if the returned Entry was untimely, contained incorrect information, was misrouted, was a duplicate, or, resulted in an unintended credit to a Receiver related to the reversal process. Bank will transmit any dishonored return Entry within five (5) Business Days of the Settlement Date of the return.
- (v) Notification of Change. Bank shall provide Client all information, as required by the NACHA Rules, with respect to each Notification of Change ("NOC") Entry or Corrected NOC Entry received by Bank relating to Entries transmitted by Client. Client shall ensure that changes requested by the NOC or Corrected NOC are made within six (6) Business Days of Client's receipt of the NOC from Bank or prior to initiating another Entry to the Receiver's account, whichever is later. Bank may refuse an NOC containing incorrect or incomplete information. If Client fails to correct on-file payment information after receiving an NOC, Bank reserves the right to correct the payment information provided in subsequent ACH batches to comply with network rules and reserves the right to assess a fee when such corrections are made on behalf of Client.
- (vi) Return Notifications and NOCs. Client will be notified of Returns and NOCs.
- (j) Reversals, Adjustments, Cancellations and Amendments. (i) Reversals. Client or Bank may initiate Reversing Entries as permitted by the NACHA Rules to correct Erroneous Entries. The initiation of Reversing Entries for any reason other than those explicitly permissible in the definition of Erroneous Entry is prohibited. In initiating a Reversing Entry, Client warrants that it has initiated Reversing Entries or files within twenty-four (24) hours of discovery, no more than five (5) Business Days of the original Entry or Entries. Client also warrants that the account holder of a Reversing Entry has been notified of the reversal, and the reason for the reversal, no later than the Settlement Date of the reversal. For both Reversing Entries and files, Client shall indemnify all parties to the transactions(s) from and against any claim, demand, loss, liability, or expense. (ii) Adjustments. Bank will give Client prompt notice of Adjustment Entries received by Bank, and Bank is authorized to debit or credit the Account for such Adjustment Entries. (iii) Cancellations or Amendment by Client. Client shall have no right to cancel or amend any individual Entry after release to the ACH Operator, except as permitted by the NACHA Rules. However, if such request complies with the Security Procedures, Bank will use reasonable efforts to act on a request by Client for cancellation of an Entry batch or file prior to transmitting it to the ACH Operator or, in the case of an entry when Receiver's account also resides at the ODFI ("On Us Entry"), prior to crediting a Receiver's account. Bank shall not be responsible if such cancellation is not effected. Client shall reimburse

Bank for any expenses, losses, or damages Bank may incur in effecting or attempting to effect the cancellation or amendment of an Entry.

- (k) Prenotifications. Client may (or, if NACHA Rules require, will) send prenotification that it intends to initiate an Entry to a particular account in accordance with the procedures and requirements set forth in the NACHA Rules or as established by Bank. If Client chooses not to use prenotifications, Client warrants to Bank that the information on Entries will be correct. Client may not initiate live dollar Entries until at least three (3) Business Days following the Settlement Date of the prenotification (as long as there is not a return or NOC related to the prenotification received by Bank by the opening of business on the second Business Day following such Settlement Date). The prenotification can be returned or result in an NOC. If the prenotification is returned, Client shall research the reason for return and make any necessary corrections before transmitting another Entry.
- (l) Right to Refund for Debit Entries. When initiating an Entry that requires collection from the Receiver's Account ("Debit Entry"), Client acknowledges the right of a third party to stop payment on such Entry to a Consumer's account or to obtain a return of the funds withdrawn from a Consumer's account in accordance with the procedures set forth in the NACHA Rules and pursuant to Regulation E. Client shall promptly reimburse Bank for all funds Client has received when a Consumer follows these procedures.
- (m) Payment. (i) Client Payment. Bank shall debit Client's designated Account(s) for the amount of each Credit Entry that Client transmits to Bank pursuant to this Agreement and for each Debit Reversal on the Effective Settlement Date unless Client Prefunds Credit Entries by paying for them on the same date as the Entries are received by Bank. Bank reserves the right at any time to require such payment before Bank processes Credit Entries. Client will immediately pay Bank for any returned Debit Entry and any adjustment Entries Bank previously credited to the Account. Client shall pay applicable fees. (ii) Bank Payment. Bank shall pay Client the amount of each Debit Entry transmitted by Bank pursuant to this Agreement at such time on the Effective Settlement Date with respect to such Debit Entry as Bank, in its discretion, may determine, and the amount of each On Us Entry at such time on the Effective Entry Date with respect to such Entry as Bank, in its discretion, may determine. Bank reserves the right, in its discretion, to delay payment of any or all Debit Entries to Client hereunder. Bank shall promptly pay Client the amount of each payment to the Receiver's Account ("Credit Entry") returned by an RDFI that was transmitted by Bank pursuant to this Agreement.
- (n) Accounts. Client shall at all times maintain a balance of Collected Funds in the designated Account(s) sufficient to cover its payment obligations under this Agreement. Bank may, without prior notice or demand, obtain payment of any amount due and payable to it hereunder by debiting the Accounts identified as Client's Accounts on Entries that Client transmits to Bank. In the event there are not sufficient available funds in such Account(s) to cover Client's obligations under this Agreement, Client agrees that Bank may, but it is not obligated to, debit any Account maintained by Client with Bank or any Affiliate of Bank or that Bank may set off against any amount it owes to Client, in order to obtain payment of Client's obligations under this Agreement.
- (o) Prefunding. "Prefund" or "Prefunding" is the requirement that Client pay for all Account debits on a date specific by Bank before the settlement date. Bank reserves the right on notice to Client to require Client to Prefund Entries in advance of transmittal by Bank or otherwise to require adequate collateral to secure in advance the amount of such payment. Once Bank has given notice of such requirement, Client agrees to comply with this prepayment or collateralization obligation until such time as Bank shall give notice waiving all or any part of such requirement. Bank will communicate to Client if prefunding is no longer required. (i) Prefunding requires the Client to provide Collected Funds sufficient to pay all ACH Credit Entries initiated by Client to the Account no later than the deadline established by Bank one Business Day before each Settlement Date. Bank will transfer such amounts into a Bank controlled account for further processing according to this Agreement. (ii) If Client does not have an adequate amount of Collected Funds on deposit in the Account for any ACH Credit Entries or ACH file by the date specified by Bank, Client will be notified and Bank will periodically attempt to complete the batch until successful or until such deadline referenced in subsection (i) has passed, whichever occurs sooner. Client will be notified by Bank when a Prefunding failure occurs and acknowledges the ACH batch's status in Online Banking or Mobile Banking will reflect that a Prefunding failure occurred.
- (p) Client Representations and Agreements: Indemnity. (i) In addition to the representations and warranties of Client that are included in the General Terms, Client represents, warrants, and agrees that with respect to each and every Entry transmitted by Client: a. Each person or company shown as the Receiver on an Entry received by Bank from Client has authorized the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective

Settlement Date shown on such Entry; b. Such authorization was obtained in the manner permitted by the NACHA Rules or under Applicable Law; c. Such authorization is operative at the time of transmittal or crediting or debiting by Bank as provided herein and has not been revoked; and d. Entries transmitted to Bank by Client are limited to those types of Credit or Debit Entries authorized by Bank. (ii) Client shall perform its obligations under this Agreement in accordance with all Applicable Laws, including, but not limited to, the sanctions laws, regulations and orders administered by OFAC, laws, regulations, and orders administered by the U.S. Department of the Treasury's Financial Crimes Enforcement Network ("FinCEN"), restrictions imposed under the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"), and any state laws, regulations, or orders applicable to the providers of ACH payment services. Without limiting the foregoing, with respect to each and every Entry transmitted by Client, Client represents and warrants to Bank and agrees that (A) it will not initiate any transactions in violation of the requirements or sanctions of OFAC or act on behalf of, or transmit funds to or from, any party subject to OFAC sanctions, and (B) it will not initiate any transactions in violation of or restricted under the UIGEA or its implementing regulations. (iii) Client shall, with respect to information transmitted or exchanged between Client and Bank or a Receiver using an Unsecured Electronic Network, both prior to the key entry and through transmission of any such information (A) encrypt the information or (B) transmit or receive the information via a secure session, in either event using a level of encryption that is commercially reasonable; Client shall implement advancements to such encryption technology as they become available. (iv) Client shall be bound by and comply with the provision of the NACHA Rules (among other provisions of the NACHA Rules) making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Client specifically acknowledges that it has received notice of the rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and Client shall not be deemed to have paid the Receiver the amount of the Entry. Client shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and costs) resulting from or arising out of any breach of any of the foregoing warranties, representations, or agreements. (v) If a Receiver alleges an error in accordance with the Electronic Fund Transfer Act, Regulation E of the thereunder or any other Applicable Law with regard to a Debit Entry, including a claim that a Debit Entry was unauthorized, Client shall promptly investigate the claim of error and shall, upon Bank's request, provide Bank with copies of all documentation relating to such error to allow for appropriate adjustments to the Receiver's account, if any are required.

- (q) Certain Credit Entries. For a non-consumer credit to Client's Account (CCD), Client understands: (i) the credit may be transmitted through the ACH system; (ii) the rights and obligations of the Originator concerning the Entry are governed by and construed in accordance with the laws of the State of New York, unless the Originator and its bank have agreed that the laws of another jurisdiction govern their rights and obligations; (iii) credit given by Bank to Client for the Entry is provisional until Bank has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A403(a) of Uniform Commercial Code Article 4A; and (iv) if Bank does not receive such payment for the Entry, Bank is entitled to a refund from Client in the amount of the credit to the Account, and the Originator will not be considered to have paid the amount of the Credit Entry to Client.
- (r) Authorizations and Data Retention. Client shall retain data on file adequate to permit remaking of Entries for fourteen (14) Business Days following the date of their transmittal by Bank as provided herein and shall provide such data to Bank upon its request. Without limiting the generality of the foregoing provision, Client specifically agrees to be bound by and comply with all applicable provisions of the NACHA Rules regarding the retention of documents or any record, including, without limitation, Client's responsibilities to retain all items, source documents, and records of authorization in accordance with the NACHA Rules. The NACHA Rules require Client to obtain authorizations from all Receivers, consumer and corporate, and provide proof of authorization to each Consumer Receiver of a Debit Entry. Client shall retain proof of authorizations for two years after they expire. Client must respond to Bank within five (5) Business Days of a request with an accurate record evidencing the Receiver's authorization. Upon request, Bank will provide forms for written authorizations.
- (s) ACH Security Framework. The NACHA Rules require that each non-consumer Originator must establish, implement, and update, as appropriate, policies, procedures, and systems with respect to the initiation, processing, and storage of Entries that are designed to: (i) protect the confidentiality and integrity of Protected Information until its destruction; (ii) protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and (iii) protect against unauthorized use of Protected Information that could result in substantial harm to a natural person. "Protected Information" for this purpose means the non-public personal information, including financial information, of a natural person used to create, or contained within, an Entry and any related addenda record. Such policies, procedures, and systems must include controls that comply with applicable regulatory guidelines on access to all systems used by such non-consumer Originator to initiate, process, and store Entries. Client agrees to develop and

implement policies and procedures and establish oversight that will comply with the ACH Security Framework to ensure the protection of security and integrity of ACH sensitive data throughout its lifecycle. Client shall notify Bank immediately upon learning that any unauthorized person may have gained access to sensitive ACH data as defined by the ACH Security Framework. Client must also protect Depository Institution account numbers by rendering them unreadable when stored electronically no later than the time it reaches the Entry thresholds established by NACHA.

- (t) Financial Information and Audit. Client agrees to furnish Bank with financial statements, in a form acceptable to the Bank, upon Bank's request. Client further agrees to furnish Bank upon request with copies of Federal Tax Returns upon their preparation each year together with all other financial information reasonably requested by Bank. Bank shall have the right from time to time in its sole discretion to audit Client's compliance with the terms of this Agreement, including Client's compliance with the NACHA Rules and this Agreement, and to require that Client submit to Bank the results of Client's audit of such compliance in a form as required by Bank.
- (u) Client's Use of Third-Party Service Provider. Client shall not engage a third-party service provider as a subcontractor, agent, or processor ("Vendor") to generate and/or transmit Entries to Bank without the prior written consent of Bank and without requiring such third party to first enter into a written agreement with Bank setting out the relationship, rights and duties between such Vendor and Bank. Client agrees any such Vendor shall be Client's agent for all purposes under this Service, including the right of Bank to give notices to such Vendor and receive directions as created by Bank from such Vendor, all on behalf of Client. Vendor must also comply with the ACH Security Framework rule described above and be subject to audits as required by NACHA. Client shall indemnify Bank against any loss, liability, or expense, including reasonable attorney's fees, with regard to any breach of this Agreement that may result from the actions of any such Vendor.
- (v) Bank Responsibilities; Liability; Limitations on Liability; Indemnity. In the performance of the Service, Bank shall be entitled to rely solely on the information, representations, and warranties provided by Client pursuant to this Agreement, and shall not be responsible for investigating or confirming the accuracy or completeness thereof. Bank shall not be responsible for Client's acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or authorization of any Entry received from Client) or those of any other person, including without limitation any Federal Reserve Bank (including any service provided by any Federal Reserve Bank), ACH or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed Bank's agent. Client shall indemnify Bank against any loss, liability, or expense (including attorneys' fees and expenses) resulting from or arising out of any claim of any person that the Bank is responsible for any act or omission of Client or any other person described in this subsection.
- (w) Cooperation in Loss Recovery Efforts. In the event of any damages for which Bank or Client may be liable to each other or to a third party pursuant to the services provided under this Agreement, Bank and Client will undertake reasonable efforts to cooperate with each other, as permitted by Applicable Law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.
- (x) Client Acting as a Third-Party Sender. Client is prohibited from acting as a Third-Party Sender on behalf of Originators without (i) disclosing the identity of and/or other requested information concerning such potential Originator to Bank so that Bank may perform its due diligence review with respect to such Originator; and (ii) entering into a separate ODFI/Third-Party Sender Agreement with Bank prior to transmission of any entries for such Originator.

Section 28. ACH Block & Filter.

- (a) Description. The ACH Block & Filter Service is used to block debits and credits, debits only, credits only, or block all ACH transactions, as indicated by Client. Maximum debit amounts and maximum credit amounts may be set up by Client to filter ACH transactions in excess of such limit. We will provide notification each Business Day on which ACH Entries are presented against your designated Account(s) and post a list in Online Banking and Mobile Banking for your review. ACH Entries will be returned unless you affirmatively make a decision to process such transaction before the applicable cutoff time. You must monitor this Service and timely review the list of ACH Entries provided. ACH blocks on Client's Account will not become effective until instructions to utilize this Service have been submitted by Client to Bank, and received, accepted, and implemented by Bank.
- (b) ACH Entries Not Subject to ACH Block & Filter. This Section in no way precludes Bank from otherwise debiting Client's Account for (i) settlement activity related to Client origination activities; (ii) any fees or other amounts owed by Client to

Bank or specially designated Bank Vendors; or (iii) On-Us Debit Entries. The ACH Block & Filter Service does not apply to transactions between Client and Bank, and Bank may pay Entries that Client has authorized Bank to originate against Client's Account (e.g., loan or credit card payments), whether or not Client has included these in Client's authorization criteria.

- (c) Effect of Termination. If an ACH Block is terminated for any reason, Bank will no longer be obligated to monitor Entries against Client's authorization criteria and will receive and accept or return Entries to Client's Account in accordance with Bank's normal procedures. Client still has the right to return Entries in accordance with the NACHA Rules.
- (d) Limitation of Liability/Indemnification. In no instance shall Bank be liable for any amount debited to an Account for ACH Entry that does not match the instructions provided by Client. In addition to the indemnification obligations of Client provided elsewhere in the Agreement, Client agrees to indemnify and hold Bank harmless from any and all expenses (including reasonable attorneys' fees and court costs), costs, liabilities, claims and losses as a result of or relating to Bank's failure to honor any ACH transfer to or rejecting an ACH Entry to an Account restricted by the ACH Block & Filter Service.

Section 29. Reverse Check Positive Pay.

- (a) Description. We offer Reverse Check Positive Pay to enable you to monitor and detect unusual or unauthorized check issuance or payment from your designated Account(s). There is a separate enrollment process for this Service and additional documentation may be required. With Reverse Check Positive Pay, we will provide notification each Business Day on which checks are presented against your designated Account(s) and post a list of those checks in Online Banking and Mobile Banking for your review. Checks will be paid subject to the terms of the Account Agreement unless you make a "Return" decision before the applicable cutoff time.
- (b) Your Responsibilities. You must monitor this Service every Business Day and timely review the list of checks provided. To direct Bank to return any check, you must make a "Return" decision before the cutoff time.
- (c) Checks Covered by the Service. This Service applies to checks that are presented to Bank for payment through normal inter-bank clearings. It is not designed to identify checks that are presented in any other manner (e.g., at a teller window, through an automated teller machine (ATM), or by mail).
- (d) Reliance. We will not be obligated to verify signatures on any checks presented for payment nor will we be required to physically examine checks to confirm they are properly signed, completed and encoded as part of the Service. You agree that we may rely on our standard check processing procedures as described in the Account Agreement and such procedures will be deemed an acceptable standard of care for this Service and your Account(s). You understand that the Service may not identify counterfeit or duplicate checks. As such, you must continue to review promptly all Account statements, returned checks, and other transaction information we make available to you and timely report any errors or problems in accordance with the terms of the Account Agreement.
- (e) Limitation of Liability. Nothing in this Agreement is intended to limit our right to return a check unpaid if there are insufficient available funds in the designated Account(s). We shall have no responsibility for Losses resulting from (i) the return of any check to the depository bank in accordance with this Agreement, or (ii) your failure to meet the established deadlines. You agree that our refusal to pay any check pursuant to your instruction shall not be deemed a wrongful dishonor and you will indemnify and hold us harmless from any liability for failure to pay such check.

Section 30. Commercial Mobile Deposit.

- (a) Description. With Commercial Mobile Deposit, you can electronically transmit images of checks for deposit to your Account through Mobile Banking. There is a separate enrollment process for this Service and there may be additional terms and instructions presented when you access the Service.
- (b) Eligible Items. You agree to use the Service only to deposit paper items that are defined as "checks" under Federal Reserve Regulation CC ("Reg CC"). You agree that you will not use the Service to deposit any ineligible items, including any of the following (collectively, "Ineligible Items"):

- (i) Checks or items payable to any person or entity other than you, or payable to you and another party;
 - (ii) Checks payable to any person or entity other than the person or entity that owns the Account that the check is being deposited into;
 - (iii) Checks or items containing alteration to any of the fields on the front of the check or item (including the MICR line), or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check or item is drawn;
 - (iv) Checks or items previously converted to a "substitute check" as defined in Reg CC;
 - (v) Checks or items drawn on a financial institution located outside the United States or Canada;
 - (vi) Checks or items that are "remotely created checks" as defined in Reg CC;
 - (vii) Checks that have previously been deposited by or returned to Client;
 - (viii) Checks or items not payable in United States currency;
 - (ix) Checks or items that are undated, post-dated, or stale-dated (i.e., more than 6 months old);
 - (x) Checks or items on which a stop payment order has been issued or for which there are insufficient funds;
 - (xi) Checks or items prohibited by our current procedures relating to the Service or which are otherwise not acceptable under the terms of the Account;
 - (xii) Checks with any endorsement on the back other than the restrictive endorsement required for checks deposited using this Service; and
 - (xiii) Money orders, traveler's checks, insurance drafts, or credit card cash advance checks.
- (c) Image Quality. Each image you submit through the Service must include all information on the front and back of the original check at the time presented to you by the drawer, including, but not limited to, information about the drawer and the paying bank that is preprinted on the original check, Magnetic Ink Character Recognition ("MICR") information, signature(s), any required identification written on the front of the original check, and any endorsements applied to the back of the original check. You are responsible for the image quality of any image that you submit through the Service, which must be legible. In order for us to process the image, it must meet the image quality standards established by the American National Standards Institute, the Board of Governors of the Federal Reserve, and any other applicable regulatory agency, clearing house or association. You agree that we will not be liable for any Losses resulting from poor image quality or inaccurate information you provide regarding an original check, including rejection of the image or delayed or improper crediting of the deposit.
- (d) Endorsements and Procedures. You agree to restrictively endorse any check or item as "For Mobile Deposit only," or as we otherwise instruct, before transmitting it through the Service. You agree to follow any and all other procedures and instructions for use of the Service as we may establish from time to time. You agree to supply any information in your possession that we request regarding a check or item deposited or attempted to be deposited through the Service.
- (e) Receipt of Deposit. We are not responsible for images we do not receive in accordance with this Agreement or for images that are dropped or damaged during transmission. An image of a check or item shall be deemed received by Bank when you receive a confirmation notice from us. A confirmation notice does not mean that Bank was able to process the image, that it contains no errors, or that funds have been credited to your Account for that check. Images may still be returned or rejected following your receipt of a confirmation notice from Bank. You can check the status of your deposit within Mobile Banking. Nothing in this Agreement should be construed as requiring us to accept any check or item for deposit, even if we have accepted that type of check or item previously, nor shall we be required to identify or reject any checks or items that you may scan and deposit that fail to meet the requirements of this Agreement.
- (f) Availability of Funds. In general, if an image you transmit through the Service is received and accepted before our cutoff time for the Service, we consider that Business Day to be the day of your deposit. Otherwise, we will consider that the deposit was made on the next Business Day we are open. The cutoff time for Commercial Mobile Deposit may be changed or set in our reasonable discretion, and may be provided to you upon request. We will make funds available for checks and items received, accepted, and successfully processed through the Service according to our standard funds availability policy provided in the Account Agreement.
- (g) Disposal of Transmitted Checks and Items. Following your receipt of a confirmation notice that we have received an image that you submitted through the Service, you agree to retain the original check or item for a minimum of 14 days and a maximum of 45 days from the date of the image transmission. You agree to take appropriate security measures to ensure that unauthorized access to the check does not occur and that the check will not be duplicated or re-deposited in any way. During the retention period, you agree to promptly (within 3 Business Days) provide the original check to

Bank upon request. If the original check is not delivered to Bank in a timely manner, we reserve the right to reverse the deposit from your Account. After the retention period, you agree to destroy the original check by marking it "VOID" and then destroying it by cross-cut shredding or another commercially reasonable means of destruction. You agree to indemnify Bank for any Losses incurred in connection with your failure to maintain the security of the original check or failure to comply with the retention and destruction requirements outlined herein.

- (h) Returned Deposits. We reserve the right, at our sole and absolute discretion, to reject any image submitted through the Service without liability to you, even after we have provided a confirmation notice. Any credit to your Account for checks or items deposited using the Service is provisional. If original checks deposited through the Service are dishonored, rejected, returned unpaid by the drawee bank, or are rejected or returned by a clearing agent or collecting bank, for any reason, including, but not limited to, issues relating to the quality of the image, you agree that an original check will not be returned to you and that we may charge back the amount of the original check and provide you with an image of the original check, a paper reproduction of the original check, or a substitute check. You will reimburse us for any Losses caused by, or relating to, the processing of the returned item. Without our approval, you agree not to attempt to deposit or otherwise negotiate an original check if it has been charged back to you. You authorize us to debit any of your Accounts to obtain payment for any item submitted through the Service that has been rejected or returned, for any adjustment related to such item, or for any warranty claim related to such item, whether or not the rejection, return, adjustment, or warranty claim was made timely.
- (i) Presentment. The manner in which the checks and items submitted through the Service are cleared, presented (or re-presented) for payment, and collected shall be in our sole discretion as set forth in the Account Agreement.
- (j) Representations and Warranties. Each time you use the Service, you represent and warrant to Bank that:
 - (i) You will not transmit any Ineligible Items to Bank through the Service;
 - (ii) You will not transmit duplicate items to Bank through the Service;
 - (iii) You have legal authority to accept for deposit and otherwise negotiate the items you submit through the Service;
 - (iv) Any image you submit through the Service is a good and accurate image of the original check or item that meets the image quality standards of Bank and any applicable regulatory agency, clearinghouse, or association;
 - (v) None of the items you submit through the Service have been previously submitted or deposited with Bank or any other bank, and no person will subsequently negotiate, transfer, deposit or present any such items or duplicates thereof in any form, including as an ACH transfer or as an image, substitute check or remotely-created check;
 - (vi) All original checks will be properly endorsed with a restrictive endorsement prior to submitting the associated image to Bank for processing;
 - (vii) You will only use the Service from a location in the United States to initiate transactions that comply with Applicable Laws; and
 - (viii) You are not aware of any factor which may impair the collectability of the item.
- (k) Indemnification. In addition to your indemnification obligations under this Agreement and the Account Agreement, you agree to indemnify and hold us harmless from any Losses resulting from or arising in connection with any breach of your representations and warranties for the use of this Service.
- (l) Use of Your Geolocation. When you are submitting an image for processing through the Service, we reserve the right to, at our discretion, use your Device's capabilities to obtain your geolocation for fraud prevention services. We may choose to capture either your current location or the last location stored on your Device.

Section 31. AutoBooks.

- (a) Description. Autobooks provides invoicing, payment forms, and accounting tools that are integrated with your Account. The invoicing tool allows you to create and send customizable invoices to your customers. Payment Forms allows you to create customizable forms that can be embedded on your website or shared via email with customers to make online payments. The accounting tool syncs your Account transaction data and generate business reports. Tap to Pay allows you to accept contactless payment through your mobile device. This Service is provided through our third party vendor, Autobooks, Inc. To access this Service, you must enroll and agree to the terms and conditions provided by Autobooks, Inc., including their end user license agreement.

- (b) User Responsibilities. You are responsible for ensuring that all information you provide in using the Services is accurate. This includes, but is not limited to, your customer name, customer address, customer email address, customer contact information, your invoice data, the invoice amount, and any applicable taxes to be charged for your invoice. You are responsible for communicating with your customers regarding payment, payment terms, and any other relevant information, and you are responsible for the accurate application of their payment towards their account with you. You are responsible for ensuring payment and collection of your invoices and ensuring your customers have access and are provided the payment forms. You agree to only produce valid invoices and not generate invoices for any illegal or fraudulent activity. You agree to utilize payment forms only for legitimate purposes and not to solicit payment for any illegal or fraudulent activity. You are responsible for the accuracy and completeness of all information you provide in the Service. You are responsible for implementing backup and recovery procedures. You are responsible for maintaining the accurate financial records of your company and complying with all financial reporting, accounting, and taxation laws and rules. You must ensure that your employees utilizing the Services undergo adequate and proper training.
- (c) Liability Limitation. We reserve the right to limit the invoices, payment forms, and other transactions initiated with the Service. We will not be liable for your illegal or unauthorized use of the Services. We have no liability for your misapplication of payments to customer invoices or any claims a customer may bring against you. We make no warranty with regard to the customer payments that are received through this Service. We will not be liable, either directly or indirectly, for amounts owed to you by your customers.
- (d) Indemnification. In addition to your indemnification obligations under this Agreement and the Account Agreement, you agree to indemnify and hold us harmless from any Losses resulting from or arising in connection with any breach of your representations and warranties for the use of this Service.

Section 32. Arbitration Agreement

- (a) How to Resolve a Formal Dispute. If you have a dispute with us, we hope to resolve it quickly and easily. First, please contact us to see if we 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.
- (b) Disputes Subject to Arbitration. A "dispute" is an unresolved disagreement between you and the Bank or its agents related to your use of the Services, including but not limited to any transactions, any related product or service, this Agreement, any prior online banking agreement with us, any disclosures or advertising regarding the Services, 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. A dispute includes any disagreement about whether the terms of this Section 34 (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. A dispute between the Bank and a "covered borrower" as defined in the regulations implementing the Military Lending Act (10 U.S.C. 987; 32 C.F.R. 232) regarding a loan or line of credit Account is not subject to this Arbitration Agreement.

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.

- (c) 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.

- (d) 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 Uniform Commercial Code 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.

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

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

- (e) Costs of Arbitration. Each party will be responsible for and pay its own costs, including attorney's fees incurred in preparing and presenting its case during the arbitration proceedings. Notwithstanding the foregoing, the arbitrator is permitted to award attorney's fees to the prevailing party under Applicable Law or agreement and if the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some but not all of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorney's fees reasonably incurred by the prevailing party in connection with the arbitration.
- (f) 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.
- (g) Survival. This Arbitration Agreement shall survive termination, amendment or cancellation of the Services or this Digital Banking Services Agreement. 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 this Agreement 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 us at 1-800-731-2265.