

DEPOSIT ACCOUNT TERMS AND CONDITIONS



AGREEMENT: This Deposit Account Terms and Conditions ("Agreement"), along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us and amends and restates all previous Deposit Account Terms and Conditions you may have received from us. Please read this carefully. If you sign the signature card or open or maintain your account with us, you agree to this Agreement. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This Agreement is subject to applicable federal laws and the laws of the state of Indiana (except to the extent that this Agreement can and does vary from such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this Agreement is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this Agreement is found to be unenforceable, all remaining provisions will continue in full force and effect. We may waive, at our sole discretion, any term of this Agreement on a one time basis, or for a period that we determine, without changing any other terms of this Agreement. Our waiver of a term of this Agreement must be in writing to be effective. If we agree to waive any term of this Agreement once, or more than once, we have no obligation or duty, and expressly disclaim any obligation or duty of any kind, to waive any terms of this Agreement in the future.

As used in this document the words "we," "our," and "us" mean First Internet Bank of Indiana and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth or organization, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your driver's license, organizational documents or other identifying documents.

LIABILITY: You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this Agreement.

You agree to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the transaction, charge or overdraft. This includes liability for our costs to collect the deficiency including, to the extent permitted by law, our reasonable attorneys' fees.

Any multiple-party account owner is authorized and deemed to act for the other owner(s) and we may accept orders and instructions regarding the account, requests for future services, and any transaction from any other account owner. Each multiple-party account owner guarantees the signature of the other owners. Any account owner may withdraw all funds in the account, stop payment of items or transactions drawn on an account, transfer, or pledge to us all or any part of the funds of any account without the consent of the other account owner(s), and we shall have no duty in such event to notify any other account owner(s). If we receive written notice of a dispute between account owners or receive inconsistent instruction from them, we may: (1) suspend or terminate the account; (2) require an account owner to obtain a court order in order to take any action on the account; and/or (3) require that all account owners agree in writing to any transaction concerning the account.

DEPOSITS: All items, including both paper and electronic type transactions we accept as deposit credits to your account are provisional until we receive final payment or collection (including items drawn "on us"). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for items or transactions by mail or outside depository until we actually record them. We will treat and record all items or transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open.

If final payment is not received and/or collection does not become final for any item or transaction, we may charge your account for the amount of such items or transactions and impose a return item charge on your account. Any collection or representation fees we incur may be charged to your account. We reserve the right to refuse or return any item, transaction or funds. We have the right to charge-back against your account all previously deposited items or transactions, or other items or transactions endorsed by you that are returned to us unpaid, regardless of whether the amount of the item or transaction has been available for your use. We may debit your account into overdraft on a charge-back situation, and we will not be liable for damages to you as a result of the charge-back. Nothing in this Agreement shall be construed to require us to debit the account into overdraft or to create an arrangement for the extension of credit by means of overdrafts.

INTEREST: If any of your accounts is an interest-bearing account, the rates at which interest is paid on the principal balance is shown in the Truth in Savings Disclosure applicable to your account, as posted to the disclosures section of our website at www.firsttib.com/disclosures/ or provided to you separately at the time of account opening. The interest rate for any account is determined at our discretion and, except for already-opened certificate of deposit accounts, may change at any time. Interest will be compounded and credited monthly on the last business day of the month. If the account is closed prior to the last business day of the month, interest accrued but not credited will be forfeited. Interest is calculated by the daily balance method, which applies a periodic rate to the end of day balance in the account each day. Interest will begin to accrue no later than the business day we receive provisional credit for the deposit of noncash items (for example, checks) into your account.

WITHDRAWALS: We may charge your account for a check even though payment was made before the date of the check. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the balance of your account does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. We may require not less than seven (7) days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account (as defined by the Federal Reserve's Regulation D). Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal for more information.

ACH AND WIRE TRANSACTIONS: We may accept payments to your accounts which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Fund Transfer Act; your rights and obligations with respect to such payments shall be construed in accordance with and governed by laws of the state of New York as provided by the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your accounts. Credit given by us with respect to an ACH credit entry is provisional until we receive final settlement for such entry through the Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry, and the party making payment to you via such entry shall not be deemed to have paid you the amount of such entry. Under the operating rules of the National Automated Clearing House Association, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

We may (but are not obligated to) accept instructions from you to initiate ACH transfers of funds to or from your accounts. In addition, we may (but are not obligated to) execute your payment orders for wire transfer of funds from your accounts. We may, in our sole discretion, establish transaction limits or other conditions applicable to ACH or wire transfers requested by you. Such conditions may include requiring you to enter into separate agreements specifying additional terms and conditions applicable to your ACH or wire transfer transactions. Further, ACH and wire transactions are subject to fees as provided in our current fee disclosure. It may be less expensive for you to request the intended recipient of funds to initiate an ACH or wire transaction from their financial institution. By electing to initiate an ACH or wire transaction you acknowledge this fact and accept any fee we may charge as provided in our current fee disclosure.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION: The account type, ownership and beneficiary information is designated at account opening and specified on our account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. We reserve the right at any time to require written consent of all account owners for a change of ownership or termination of a multiple-party account. Here are rules regarding account types and designations:

Joint Account - With Survivorship (And Not As Tenants In Common): is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivors. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Revocable Trust or Pay-On-Death Account: If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Business Account: We may require the governing body of the legal entity opening the account to provide us a corporate resolution or similar document telling us who is authorized to act on its behalf. This authorization will remain in force until we receive written notice of a change from the governing body of the legal entity. If you open a business account, you agree it will not be used for consumer purposes.

Authorized Signer (individual accounts only): A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

PROHIBITED ACTIVITIES: You may not use the account for any illegal transactions or activity, including those activities prohibited by the Unlawful Internet Gambling Enforcement Act and Federal Reserve Regulation GG and activities relating to the cultivation and sale of products such as marijuana prohibited by the Controlled Substances Act.

NEW ACCOUNTS: Your account may be classified as a new account for the first thirty (30) days following the initial deposit. This may affect the availability of funds deposited to your account. See our Funds Availability Disclosure for additional information.

STOP PAYMENTS: Unless otherwise provided, the rules in this section cover stopping payment of items such as checks and drafts. Fees for stop-payment orders are set forth on our current fee disclosure. You may not stop payment on any certified check, official check, or any other check, draft, or payment guaranteed by us. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. You may ask us about those rules.

We may accept an order to stop payment on any item or transaction from any one of you. You must make any stop-payment order in the manner required by law, and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. If the stop-payment order is not received in time for us to act upon the order, we will not be liable to you or to any other party for payment of the draft. When you place your stop-payment order we will tell you what information we need to stop payment. To be binding, an order must be dated, signed, and describe the account and draft number and the exact amount. This information must be exact since stop-payment orders are handled electronically. If your information is not exact, your order will not be effective and we will not be responsible for failure to stop payment. We may also accept a stop-payment order you provide us electronically through our secure website.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. Generally, if your stop-payment order is given to us in writing or electronically through the secure website, it is effective for six (6) months. Your order will lapse after that time if you do not renew the order in writing or electronically through the secure website before the end of the six-month period. If the original stop-payment order was verbal, your stop-payment order will lapse after fourteen (14) calendar days if you do not confirm your order in writing or electronically through the secure website within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment order may be made only by an account holder.

Although payment of an item may be stopped, you may remain liable to any item holder, including us. If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

OVERDRAFTS: If at any time, the available funds in your account are not sufficient to cover checks, ACH, debit cards and other electronic transactions presented for payment on your account, those checks and items will be handled in accordance with our overdraft procedures. Except as otherwise agreed in writing, we, by covering one or any overdraft, do not agree to cover overdrafts in the future and may discontinue covering overdrafts at any time. If we pay a check or draft that would otherwise overdraw your account, you agree to pay the overdraft amount immediately. We reserve the right to pursue collection of previously dishonored items at any time. If we have approved an overdraft protection plan for your account, we will honor drafts drawn on insufficient funds by transferring funds from a savings account or another deposit account or a loan account, as you have directed up to the approved amount. We do not currently charge any fee for an overdraft.

PAYMENT ORDER OF ITEMS: We process and post items and transactions, both credits and debits, throughout the day. The order in which you write checks and authorize other withdrawals from your account will not necessarily be the same as the order in which we receive and post these items or transactions to your account for payment. We process files several times a day and items or transactions are posted to your account at the time a file is processed. Cash items are always paid first. ACH files (credits and debits) post first, followed by check debits. Whenever possible we process items or transactions from the lowest amount to the highest amount; however, we reserve the right to process items or transactions in any order. We process and post signature-based and PIN-based debit card transactions throughout the day. Web- or telephone-initiated items or transactions and real time payments transacted through FedNow and The Clearing House are processed in real-time as transacted by you.

PLACING FUNDS AT OTHER BANKS: Funds in your accounts are covered by Federal Deposit Insurance Corporation ("FDIC") insurance. The FDIC insures deposits up to a maximum amount per depositor, per FDIC-insured bank, per account ownership category. An individual account, a joint account, and a corporate account are examples of different account ownership categories. The current applicable threshold is \$250,000, but the FDIC can change the threshold at any time.

We may move some or all of the funds from your accounts and place them into different accounts at one or more other FDIC-insured banks with whom we partner (either directly or through a deposit network) (collectively, the "Partner Banks"). By agreeing to this Agreement, you are authorizing us to act as your agent and custodian and to deposit your funds with one or more Partner Banks. You understand and authorize us to hold and act as your custodian with respect to all deposit accounts, including all time deposits, money market deposit accounts, and demand deposit accounts, issued or established for funds of yours placed as deposits at Partner Banks (the "Partner Accounts") and all your security entitlements and other related interests and assets with respect to the Partner Accounts. You understand and agree that deposits that we place for you in Partner Accounts will be "deposits," as defined by federal law, at the Partner Banks. Each Partner Account, including the principal balance and the accrued interest, will be a deposit obligation solely of the Partner Bank at which it is held, and not an obligation of ours.

As your custodian, we may (i) cause the Partner Accounts to be titled in our name or in the name of our sub-custodian, (ii) collect for your account all interest and other payments of income or principal pertaining to the Partner Accounts, (iii) endorse on your behalf any check or other instrument received for your account that requires endorsement, (iv) in accordance with your instructions, deposit your funds in, or withdraw your funds from, the Partner Accounts, (v) in accordance with your instructions, deliver or transfer funds from another account to the Partner Accounts or deliver or transfer funds from the Partner Accounts to another account, and (vi) take such other actions as are customary or necessary to effectuate the purposes of this Agreement. You understand that Partner Banks, under applicable federal regulations, may reserve the right to require a seven (7) day notice before permitting a transfer of funds out of certain deposit accounts. You also acknowledge and agree that the Partner Banks or deposit network may pay us a fee equal to or based on a percentage of your balance in the Partner Account at the Partner Bank, and that such fee will be earned by and belong to us. We will provide you with a list of all Partner Banks or access to a platform or website listing such Partner Banks, and you agree to notify us if you do not wish for us to deposit any of your funds at a specific Partner Bank. We may require, and you agree to sign, one or more additional deposit placement, custodial or other agreements required by either a Partner Bank or a deposit network that we utilize.

Your funds at any Partner Bank will also be protected by FDIC deposit insurance. However, please note that if you already have an account in the same ownership category at a Partner Bank, the amount of money you deposit through us will be combined with the funds you deposited at the Partner Bank when considering the maximum FDIC coverage of \$250,000 per depositor, per FDIC-insured bank, per account ownership category. If the combined amount exceeds \$250,000, and FDIC insurance does not cover the excess amount, you may lose that amount if a Partner Bank fails. You therefore agree to monitor the list of Partner Banks and to notify us if you do not wish us to place your funds at one of the Partner Banks.

FOREIGN TRANSACTIONS: You agree that we may convert any charge or credit made to your Account in currency other than U.S. dollars into U.S. dollars following our own procedures for determining the exchange rate, and charge or credit your account for the U.S. dollar amount. The amount determined by following our own procedures may be the same as, greater than, or less than the amount that would be calculated by conversion on the date when the item or transaction was actually initiated. There may be a fee or charge assessed on foreign currency transactions by third parties you authorize to charge or credit your account. This fee or charge may occur even if you are not physically outside of the United States when the fee or charge is assessed.

RIGHT TO PAY OR RETURN: If a paper check, debit card transaction, ACH transaction, website transaction or audio response transaction is presented without a sufficient current balance in your account to pay it, we may, at our discretion, pay the item or transaction (creating an overdraft) or return the item or transaction. We may honor overdrafts of electronic transaction types such as, but not limited to, debit card, ACH, point of sale, or online banking transactions. We will not honor overdrafts of any type from an ATM or transactions conducted in person with a banking representative. While we reserve the right to pay or not pay any item or transaction presented that is greater than the current balance of your account, you may request that we not pay such items or transactions. In that case, we will return any item or transaction presented that is greater than the current balance of your account. If you prefer that we not pay such items or transactions, you must contact us by calling us or by writing us and informing us that you do not want us to pay any items or transactions presented that is greater than the current balance of your account. If you do not notify us, we retain the right, in our discretion, to pay or not pay any item or transaction presented that is greater than the current balance of your account. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks, drafts, initiating or authorizing third parties to initiate, transactions that are greater than the current balance of your account.

TELEPHONE TRANSFERS: A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION: We may change this Agreement at any time in any manner we decide, subject to applicable law. Changes to this Agreement may include deletions, additions, and modifications we make at our sole discretion. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also suspend or close this account at any time and tender the account balance to you personally or by mail. Items or transactions presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. We will attempt to provide you reasonable notice of the account hold or closure. However, in some cases it might be reasonable for us to give you notice after the hold or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. You agree to keep us informed of your current address at all times. Notice from us to any one of you is notice to all of you. If we have notified you of a change to this Agreement and you continue to have your account after the effective date of the change, you have agreed to the change.

DETERMINING YOUR ACCOUNT BALANCE: Your account balance is your "current balance" (also commonly referred to as the ledger balance or actual balance). Your current balance is how much money is actually in your account at a particular point in time. We use the current balance method to determine whether your account has enough money to pay for an item or transaction. An item or transaction is only considered "paid" when money is transferred out of your account. Our approval of an item or transaction is not the same as the payment of an item or transaction.

STATEMENTS: Statements are a valuable tool to help prevent fraudulent or mistaken transfers. Your statement will show the transactions that occurred in connection with your account during the statement period. Your statement will provide sufficient information for you to reasonably identify the items or transactions paid (item number, transaction, amount, and date of payment). You should keep a record of each item and transaction as it is made so that when we give you the information in the statement, you will have a complete understanding of each transaction listed.

You are responsible for regularly examining your statement with "reasonable care and promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. If you fail to perform these reviews and notifications, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss). The loss you might bear, in whole or part, could be not only with respect to items or transactions listed on the statement, but also other items or transactions with unauthorized signatures or alterations by the same wrongdoer. Of course, an attempt can be made to recover the loss, but this is often unsuccessful and we cannot guaranty any outcome.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but you will not, in any circumstance, have a total of more than thirty (30) days from when we first send or make the statement available to you. You further agree that if you fail to report any unauthorized signatures, alterations, or any other errors in your account within sixty (60) days of when we first send or make the statement available, you cannot assert a claim against us on any items or transactions in that statement, and the loss will be entirely yours. This sixty-day limitation is without regard to whether we exercised ordinary care.

Contact us if you do not receive your regular statement. You may receive your statement in paper or electronic form, based upon your agreement with us. If this is a business account, you agree that you will have at least two (2) people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

ACCOUNT TRANSFER: This account may not be transferred or assigned without our prior written consent.

DIRECT DEPOSITS: If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

RIGHT OF SETOFF: We may (without prior notice and when permitted by law) set off the funds in this or any accounts where you maintain a right of withdrawal against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS: The automated processing of the large volume of checks we receive prevents us from inspecting or looking for special instructions or "restrictive legends" on every check. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." For this reason, we are not required to honor any restrictive legend placed on checks you write unless we have agreed in writing to the restriction. We are not responsible for any losses, claims, damages, or expenses that result from your placement of these or other special instructions on your checks.

FACSIMILE SIGNATURES: Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items or transactions containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

STALE-DATED CHECKS: We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six (6) months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

DORMANT/ABANDONED ACCOUNTS: If your account is inactive for a period of twelve (12) months, we will classify your account as dormant. In order to return a dormant account to active status, you must complete a deposit transaction or transfer between existing accounts. Fees for dormant accounts are set forth in our current fee disclosure. If your account remains dormant for a time period specified by your state's law, it may be classified as abandoned and turned over to that state according to its procedures. To recover your funds, you must file a claim with the applicable state agency.

FDIC INSURANCE: Funds in your account(s) with us are insured by the FDIC and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us, the types of accounts and the ownership of those accounts. For specific information on your accounts, you may ask us, contact the local office of the FDIC, or visit the FDIC website at www.fdic.gov.

BACKUP WITHHOLDING/TIN CERTIFICATION: Federal tax law requires us to report interest payments we make to you and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a mandated percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

FINANCIAL DATA VERIFICATION: You agree and authorize us to obtain and verify financial information, data, and employment history by any means, including obtaining a consumer report from any consumer reporting agency.

RELEASE OF ACCOUNT INFORMATION: You understand that in addition to information released to comply with law or court order, some information about your account may be disclosed to others. You authorize us to release information regarding the status and history of your account(s) to others, including (without limitation) investment bankers, brokers, or securities dealers to assist in the delivery of information related to their financial services. We may also provide information about your account to verify information you may have given in an application, verify for a merchant a check you have written, or in response to requests by our agents, such as independent auditors, consultants or attorneys.

CHANGING ACCOUNT PRODUCTS: We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL: You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such items or transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT: If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account ("legal action"), we will comply with that legal action. We are not required to determine whether the court issuing the legal process had jurisdiction over you or over your account(s) or otherwise had the authority to issue the legal process. In these cases, we will not have any liability to you if your current account balance is insufficient to pay your items or transactions because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

CHECK STORAGE AND COPIES: You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require. Fees for obtaining check copies are set forth on our current fee disclosure.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS: You agree that we and our agents and service providers may contact you by telephone, email and other methods. For example, we may send you messages to provide you information about fraud alerts, deposit holds, amounts you owe us, and other information related to your account activity as allowed by applicable state and federal law. You certify, warrant, and represent that the phone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls at the phone number you have provided to us. You agree to promptly alert us whenever you stop using a phone number. When we or our agents attempt to contact you, we or our agents may use automatic dialers and/or artificial or prerecorded messages. Standard rates may apply. You agree that we may monitor or record phone calls for any reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that we are not required to remind you before or during each phone call that the conversation is subject to being monitored or recorded in accordance with applicable state and federal law.

ADDRESS OR NAME CHANGES: You are responsible for notifying us of any change in your mailing address, your physical address, your email address, and/or your name. Unless we agree otherwise, change of any address or name must be made in writing or electronically through the secure website by each of the account holders. Any notice or communication from us pursuant to this Agreement or any account document that is sent to the address you provided to us by your most recent effective notice to us, will be an effective notice or communication to you, even if you do not receive it. Any notice or communication from us pursuant to this Agreement or any account document that is given to any account holder shall be effective as notice to all account holders.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals): We may impose early withdrawal penalties on a withdrawal from a time account even if you do not initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

CERTIFICATES OF DEPOSIT: These terms apply if any of your accounts is a certificate of deposit. A penalty will be imposed for withdrawals before maturity. The interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal. The penalty will equal ninety (90) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term between one (1) and three (3) months, inclusive. The penalty will equal one hundred eighty (180) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term between four (4) and eighteen (18) months, inclusive. The penalty will equal three hundred sixty (360) days' interest on the amount withdrawn subject to penalty for certificates of deposit with a term of nineteen (19) months or more. In certain circumstances such as the death or incompetence of an account holder, the law permits, or in some cases requires, the waiver of the early withdrawal penalty.

After the account is opened, you may not make deposits into the account until the maturity date stated on the account. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty. You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest anytime during the term after it is credited to your account. Your account will mature within the term noted by the product's title. For example, a three (3) month certificate of deposit will mature three (3) months after the account opening. Your account will automatically renew at maturity at the interest rate then in effect for that product. Each renewal term will be the same as the original term, beginning on the maturity date. You will have a grace period of ten (10) calendar days after maturity to withdraw the funds without being charged an early withdrawal penalty. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period, if any) or we receive written notice from you before maturity of your intention not to renew. If you withdraw the funds during the grace period, interest accrued but not credited will be forfeited. If your account is not renewed, the funds in the account will be paid directly to you. Funds disbursed by a method other than deposit to your checking or savings account are subject to a fee, as set forth in our schedule of fees in effect at that time, based on the method of disbursement.

LIMITATION OF TIME TO COMMENCE ACTION: Any action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

ARBITRATION AND WAIVER OF CLASS ACTION

You and we both agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, will provide or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that does not resolve the Claim, and your account is a consumer purpose account, then you agree that any and all Claims that are threatened, made, filed or initiated, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes (the "Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. **AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT).**

1. This Arbitration and Class Action Waiver section ("Arbitration Agreement") shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

2. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.

3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for the filing, administration, and arbitrator fees of the arbitration. However, you will be responsible for your own attorneys' fees, unless the arbitrator has issued a decision in your favor on your Claim after an arbitration hearing, in which case, we will pay your attorneys' fees.

4. Any determination as to whether this Arbitration and Waiver of Class Action is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

5. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

6. **Severability and Survival.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable. This Arbitration Agreement will survive termination of the Agreement.

FOR MORE DETAILS or if you have questions, you may call us or email us. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, or call AAA at (800) 778-7879.