

**First Financial Bank, N.A.**  
**TREASURY MANAGEMENT SERVICES AGREEMENT**  
**GENERAL TERMS AND CONDITIONS**

*Thank you for choosing First Financial Bank, N.A. We appreciate the opportunity to offer a wide variety of services to meet your treasury management needs.*

In this Treasury Management Services Agreement, references to “*you*” and “*your*” mean the undersigned customer and, in certain instances described below, your affiliates. References to “*we*,” “*us*” and “*our*” mean First Financial Bank, N.A. For avoidance of doubt, entities with the same tax identification number (“*TIN*”) and authorized signers may be party to this Agreement (as defined below). The services you use or request us to provide are referred to as the “*Services*.”

**1. Agreement.** These General Terms and Conditions apply to our treasury management services generally. Additional terms may apply to specific Services. Those additional terms are set forth in the separate “*Service Terms*” documents that will be provided when you request a specific service. The Treasury Management Services Agreement is comprised of these General Terms and Conditions, the relevant Service Terms, the Service Selection Agreement, and the terms and conditions otherwise governing your accounts at First Financial Bank, N.A., which are referred to collectively as “*this Agreement*.” Each time you use or request us to provide a Service, you are confirming your acceptance of this Agreement. Services may also be subject to operational procedures and cut-off times that are in place from time to time and are incorporated herein by reference. Please retain a copy of this Agreement for your records.

**2. Services.** Requests for Services may require an application and our approval. Your cooperation and assistance in installation, testing and/or training is or may be required. Some Services may involve clearing systems, such as the Federal Reserve System or the National Automated Clearing House Association “*NACHA*”, or other networks, systems or associations (collectively, “*Associations*”). Services are provided subject to the rules, regulations and guidelines of these or other Associations. We are not responsible for the acts or omissions of any Association or any its members or participants. Services are intended for business purposes only; you will not use the Services for personal, family, or household purposes. You waive any claim for protection under any State or Federal consumer protection laws in connection with this Agreement and/or the Services.

**3. Affiliates.** An “*affiliate*” is any company that controls, is controlled by, or is under common control with you, including your subsidiaries. If you arrange for an affiliate to have access to the Services, or if an affiliate accesses or uses the Services in your name, or using your credentials, you will be considered to have agreed to this Agreement on behalf of your affiliate and your affiliate will be considered a party to this Agreement and to have agreed to all the terms and conditions of this Agreement. You are responsible for the affiliate’s compliance with this Agreement and its use and receipt of the Services as if you and the affiliate are the same entity. You represent and warrant that you have all necessary right, power and authority to make these agreements for and on behalf of your affiliates. We will rely on your actions, authorizations, and any information or instructions you provide as being effective and binding on any such affiliate. You and your affiliates are jointly and severally liable for compliance with this Agreement. All complaints and claims by your affiliates must be brought solely and exclusively by you and not separately by your affiliate. We reserve the right to require an affiliate to execute additional documentation, including these General Terms and Conditions and/or specific Service Terms.

**4. Term.** Unless provided otherwise in the relevant Service Terms, Services may be discontinued at any time, with or without cause. In accordance with Section 15, each party agrees to provide a minimum of ten (10) Business Days’ written notice of its intention to discontinue the Services. A “*Business Day*” is any day, Monday through Friday, excluding Federal holidays, on which we are conducting all our business

functions. We reserve the right to reject specific transactions, items, instructions, files, batches, or other incoming work in our discretion. We also may suspend or discontinue any Service or all of the Services, with or without prior notice: (a) if we believe the Service or Services have not been properly authorized; (b) if you have failed to comply with this Agreement or our operational procedures; (c) if there are circumstances which may cause you to exceed your collected and available funds on deposit with us; (d) if the Service involves funds that are subject to a hold, dispute, or legal process; (e) in accordance with any internal risk control program or exposure limit that we have in place; (f) if you have not utilized any Service for a period of ninety (90) days or longer; or (g) if, in our discretion, we believe it is necessary for your or our protection. All terms and conditions of this Agreement will survive a discontinuation of Services or termination of this Agreement.

**5. Fees.** In exchange for the Services, you will pay our standard fees, which may change from time to time in our discretion. Fees do not include applicable taxes, which are your responsibility to pay. We may deduct fees from your account(s) periodically or as they are incurred. Otherwise, fees are due and payable upon invoicing. If the fee for any Service is waived for any reason, the fee may be reinstated and assessed without prior notice to you upon the determination, at our sole discretion, that the Service no longer qualifies for a fee waiver. You grant us a security interest in all your accounts or other deposits with us, and in all funds in such accounts or other deposits, to secure your obligations to us under this Agreement. This security interest will survive termination of this Agreement.

**6. Our General Obligations.** We will use ordinary care in providing the Services. Occasional deviations from standard practices, clerical error, inadvertence or oversight, or an honest mistake of judgment will not be considered a failure to exercise ordinary care. Regardless of any past or future course of dealing, we are not obligated to allow overdrafts or the use of uncollected funds or to extend credit.

**7. Statements.** You will promptly review all statements, notices, reports, disclosures and other information that we make available or provide to you (collectively "**Statements**"), including Statements required by law and notify us immediately of any errors, discrepancies or unauthorized transactions or if you believe we have otherwise failed to fulfill the obligations of this Agreement. If you fail to notify us within ten (10) Business Days after a Statement is made available to you, you will be precluded from making any claim against us which is related to any error, discrepancy, unauthorized transaction or other occurrence reflected in that Statement. In addition, if you fail to notify us as soon as reasonably possible, but in no event later than 24 hours, after you actually become aware of an unauthorized ACH, wire transfer, or other transaction which reduces your balance, you will be precluded from making any claim against us based upon such or subsequent related transaction(s). We will provide Statements to you electronically. You may withdraw your consent to any or all electronic statements (to do so, call our First Online Customer Center at 1-800-511-0045 or 1-812-238-6000). Additional charges may apply for paper statements. Some Services may be discontinued if you withdraw consent to electronic Statements.

**8. Your General Obligations.** For certain Services, you may be required to maintain at least one deposit account with us containing available funds sufficient for the settlement of all authorized transactions. We will debit and credit your accounts with us for your transactions. All credits are provisional pending final settlement. You must, at your own expense, obtain, install, maintain, update and secure the hardware, software, communications, internet access, encryption capability and other systems that we specify from time to time or that are otherwise necessary for you and your affiliates to access, use or receive the Services ("**your Systems**"). We are not responsible for your Systems or for any defects or deficiencies therein. You are responsible for your own contingency planning, back-ups and archiving and for protecting your Systems against, for example, and not by limitation, viruses, unwanted functionalities and unauthorized access. You will not permit your Systems to be used as a means of introducing viruses, any computer code we have not requested, or unauthorized access to our systems. Services are dependent on you providing timely, accurate and complete information as we request or is otherwise required by the Agreement. You are solely responsible for late, inaccurate or incomplete information. We are not responsible for detecting errors in your information or instructions or duplicate submissions. You are responsible for the Service features and options you select and

for determining which Services apply to your account(s). You will maintain records necessary to resubmit information and instructions to us for a reasonable time (at least ten (10) Business Days) following the original submission. As part of this Agreement, you will: (a) use reasonable care in using the Services; (b) use the Services only for your own business purposes and not to resell or make the Services available to any other business; (c) comply with all Association rules and applicable laws, regulations and other governmental requirements, including those administered by the Office of Foreign Assets Control and pursuant to the Unlawful Internet Enforcement Act; and (d) not to use our Services in connection with any unlawful activity or in any way that will damage or violate the rights of any third party, or that will subject us to investigation, prosecution or legal action. You agree to cooperate in audits and to provide information that we may reasonably request in connection with the Services or that may be necessary for us to comply with applicable laws, regulations, requests from our regulators, and Association rules. It is your responsibility to receive, resolve and respond to all errors and complaints asserted by your customers and consumers. You represent, warrant and covenant to us that this Agreement constitutes your legal, valid and binding obligation and that you have all necessary rights, power and authority to provide us with any instructions, information or work that you submit to us. The records we maintain in the ordinary course of business are presumed to be accurate, and in the absence of manifest error, will be binding and conclusive. We may, but we are not obligated to, complete any transaction you request even if it will result in an overdraft. If we do, you will reimburse us and pay any applicable fee(s) immediately. We may deduct the amount of any overdraft from any of your accounts with us. If you receive any Statement or funds that are not yours, it is your responsibility to maintain the confidentiality thereof, promptly inform us, and return the same to the rightful owner. You will submit financial statements and other information as we may reasonably request from time to time and to promptly inform us of material changes in your business, management, ownership, and financial condition.

**9. Your Representatives.** You are solely responsible for (a) completing, updating, and delivering authorization resolutions naming all persons and entities and their authority to exercise power(s) with respect to your accounts with us and the Services, and (b) the acts and omissions of your and your affiliates' officers, directors, partners, employees, agents, representatives, contractors, service providers and other personnel, including account signers and specifically designated authorized users and authorized administrative users (collectively, your "***Representatives***"). We may rely upon, and are not required to investigate or inquire into, the accuracy or propriety of, any information or instructions we receive from you or your Representatives. We are not required to monitor or detect errors or unauthorized activity by you or your Representatives. You will have prudent separation of duties and other policies, procedures, accounting, and auditing controls in place that will prevent and/or allow the prompt detection of unauthorized activity. You are solely responsible for all losses arising out of or from the acts or omissions of your Representatives, even though they engage in transactions that you have not authorized, regardless of the purpose thereof and regardless of whether they violate your rules. You understand and agree that some Services may allow or enable one Representative to initiate transactions (including funds transfers and payment transactions), regardless of whether they are an authorized signer on the accounts and regardless of whether the accounts normally have other restrictions or require more than one signer. You must notify us if you wish to revoke the authority or online access of any of your Representatives. We have a reasonable period of time to act on your notification after it is actually received.

**10. Online Banking.** Our online banking services ("***Online Banking Services***") includes an Internet banking program with the ability to: obtain account balance information; initiate electronic internal funds transfers; initiate stop-payment requests; and perform other general account reporting functions. Should you choose to employ the Online Banking Services, your responsibilities include the following: (a) Designate One or More Authorized Administrative User(s). The person agreeing to and accepting this Agreement on your behalf while enrolling for our Online Banking Services online will be automatically setup and designated as an Authorized Administrative User. An "***Authorized Administrative User***" is someone assigned by you with the authority to act on your behalf with respect to your access to and use of Services, including the authority to appoint Authorized User(s). You understand and acknowledge that a username and temporary password

(“**User ID**”) will be issued to the Authorized Administrative User. The Authorized Administrative User must change the temporary password to a private password the first time Online Banking Services are accessed. You understand and agree that if the Authorized Administrative User’s access to the Services needs to be terminated, updated, or otherwise revised, it is your sole responsibility to make any change(s) that may be necessary and you must make those changes within our Online Banking Services portal. You represent, warrant and covenant that the Authorized Administrative User has been duly authorized by you; (b) Designate Additional Authorized Users. The Authorized Administrative User may, but is not required to, designate one or more Authorized Users. “**Authorized User(s)**” refers to all your employees, agents and representatives, including, but not limited to, your third parties, whom you have granted authority of any kind with respect to Services by providing the Authorized User a User ID. The Authorized Administrative User is solely responsible for creating Authorized Users in the Online Banking Services program and establishing and controlling the scope of each Authorized User’s access to and use of Services. The Authorized Administrative User may grant administrative privileges to one or more Authorized Users in accord with your internal practices. You understand and acknowledge that a User ID will be issued to each Authorized User. The Authorized User must change the temporary password to a private password the first time Online Banking Services are accessed. You understand the Authorized Administrative User is solely responsible for terminating any Authorized User’s access. You acknowledge and agree your Authorized Administrative User has the authority to add, change, or terminate Authorized Users and control their access to and use of the Services. You represent, warrant and covenant that all Authorized Users have been duly authorized by you; (c) Monitor and Train your Authorized Administrative User and Authorized Users. You are solely responsible for selecting, monitoring and training your Authorized Administrative User(s) and all Authorized Users regarding the identification, and avoidance, of malicious cyber activity, including clicking links, downloading files, and responding to phishing attempts. You shall be responsible for all actions of your Authorized Administrative User and all Authorized Users; (d) eStatements. You agree to receive all available electronic statements and/or electronic notices (“**eStatements**”) and understand that you will not receive paper statements and/or notices. You may elect to begin receiving paper statements again at any time; however, there may be a charge for this service. To begin receiving your statements on paper through the mail rather than electronically, contact our First Online Customer Support at 812-238-6797 or 1-800-511-0045; (e) E-Sign. You agree to the use of electronic signatures for the purpose of accepting terms, conditions, notices, agreements, records, reports, legal disclosures and other communications relating to you use of the Online Banking Services (“**Electronic Communications**”) and that such electronically delivered versions will be sufficient as “writings” under applicable law or regulation. Your use of electronic sounds, symbols or processes provided by us to establish your acceptance of or agreement to Electronic Communications (e.g., an electronic “I Accept” button) constitutes your electronic signature and signifies your intent to be bound thereto. You acknowledge and agree that your consent to electronic communications is being provided in connection with any transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act, and that you and we intend that said Act apply to the fullest extent possible to validate our ability to conduct business with you by electronic means. We reserve the right to furnish to you, and the right to require you to furnish to us, writings or paper copies of information, communications and/or Legal Disclosures in lieu of and/or in addition to electronic records thereof, at any time in our discretion; (f) Internal Account Transfers. The Internal Account Transfers feature of the Online Banking Services is an alternate entry system for transferring funds between accounts held with us that are linked to online banking and do not have withdrawal restrictions. Each transfer amount must within the limits established by us, from time to time; (g) Available Funds. You agree to maintain available funds on deposit at all times sufficient in amount to cover in full all outgoing funds transfers, including wire transfers and ACH Entries, and your other payment or reimbursement obligations to us in connection with the Online Banking Services. In the event you fail to maintain available funds on deposit, we may refuse to effect any outgoing funds transfer and/or refuse to provide the Online Banking Services to which such payment or reimbursement relates until sufficient funds are deposited or payment or reimbursement is received. We shall have the right, without prior notice or demand, to charge any of the Online Banking accounts to obtain payment of any amount due and payable to us. In the event there are

insufficient available funds to cover these transfers and/or obligations, you agree to pay for such obligations upon demand by immediate delivery of available funds and further agree that we may, at our option, overdraw your Online Banking Account(s) and charge you for the use of the funds, or charge any deposit account you maintain with us to obtain such funds; (h) Equipment; Software; Internet. In order to use the Online Banking Services, you are required to obtain, at your own cost, and maintain certain equipment, computer software and hardware, telecommunication and Internet services and/or mobile electronic devices (“*Equipment*”). You shall be solely responsible to ensure that any such Equipment conforms to the standards we established from time to time in connection with our Online Banking Services. Please consult with your banking representative for information regarding our current Equipment requirements. We make no representations or warranties concerning and have no responsibility or liability for such Equipment. You assume sole responsibility for any and all loss, damage or injury arising with respect to any failure thereof. This includes maintaining software upgrades and patches as further described in Section 12 below; (i) Effect of Cancellation. If we terminate the Online Banking Services, except upon your request for termination, scheduled payments and transfers will be deleted and/or cancelled effective as of the date of termination; and (j) Bank Property. All specifications, records, forms, systems, and programs used or offered by us and provided for Online Banking Services in connection with this Agreement are and will remain our and/or our third-party vendors’ property, as applicable.

**11. Stop Payment Service.** Stop Payment Services allow you to provide an alternate entry system for initiating stop payment orders. In accord with each stop payment order you submit; we shall endeavor to stop payment on your check per your request. A fee for each stop payment order we receive will be assessed at the current rate as set by us from time to time. The fee schedule for our Services is available upon request. Properly executed stop payment orders or stop payment orders requested are effective for one hundred eighty (180) days after the date received and will automatically expire after that period, unless renewed in writing. Where you elect to execute stop payment requests through our Online Banking Services, we agree to enter the stop payment in our main computer system on the same day we receive the request, provided that we receive the request prior to the cut-off time as set by us. Prior to requesting a stop payment, you should verify that the item has not already been posted to your account(s). If a stopped item has already been paid prior to our receipt and entry of the stop payment request, then we shall not be liable for any loss incurred by you arising from the event. The cut-off time for stop payment orders to be processed on the same day will be set by us from time to time and is available upon request. We may, but are not obligated to, extend this cut-off time and, with prior notice to you, an earlier cut-off time may be required to address specific circumstances, such as holiday hours. Stop payment orders received after the cut-off time or on a weekend or holiday will be processed on the next Business Day. Prior to submitting any stop payment order, you must verify that all of the information in the stop payment order is accurate and complete. If there is any discrepancy between the information you provide in a stop payment order and the actual check, we shall be considered to be fully released from any liability or responsibility in regard to the check or any loss resulting therefrom. If a duplicate check is issued or if the original check is returned, you must notify us immediately.

**12. Security.** (a) Your Responsibility for Security: You are solely responsible for protecting your Systems against viruses, the installation of unauthorized computer code, and all other unauthorized access to and use of your Systems. You will independently assess the risks to your Systems from time to time, proactively implement appropriate protective measures, continuously monitor your Systems, respond immediately to suspicious occurrences, and educate and train your staff concerning fraud and other risks and how to prevent unauthorized access and use. It is your responsibility to maintain and to assure that your Representatives maintain the secrecy of any user names, logon or business IDs, passwords, unique customer identifiers, security tokens and other security devices made available from time to time (collectively “*Security Devices*”) as well as any Security Procedures (as defined below) associated with the Services. You are solely responsible for preventing unauthorized access to and use of your Security Devices. You will notify us immediately if a Security Device is lost or stolen, if you believe an unauthorized person may have discovered or accessed a Security Device or gained unauthorized knowledge of a security procedure, or if you suspect there has been a breach of your System. You will promptly investigate any such occurrence, to report the

results to us and to rectify the occurrence. If such an event has resulted in actual or potential unauthorized access to or use of our systems or the Services, you will cooperate in our investigation. This may include permitting our access to your System and personnel. Your failure to cooperate is your admission that the occurrence was caused by a person entrusted to act for you or who obtained access to your facilities or to information you controlled that facilitated the occurrence. You will request a change in your Security Devices whenever any person with access to the Security Devices transfers to a new job, is terminated or is no longer authorized to act on your behalf or if you believe your security has been compromised. Passwords and similar codes within your control are required to be changed at a minimum of every six (6) months. If a person is using a Security Device assigned to you, we are authorized to release your account information to that person, to allow the initiation of transfers and payments by that person and to accept as authentic any instructions given to us by that person. We reserve the right to change or disable your Security Devices at any time. We will never ask for information about your Security Devices by email or telephone; (b) Commercially Reasonable Security Procedures: The authenticity of payment orders issued in your name as sender may be verified by our security procedures including those described herein and in relevant Service Terms (“*Security Procedures*”). Our Security Procedures are subject to change in our discretion from time to time and may include the following: (i) *Dual-Factor Authentication Using Security Codes*. Security codes are delivered to you via email, text, or telephone call using an automated system. *Because email accounts may be compromised as part of an attempt to perpetrate fraud, we recommend that, when prompted, you choose to receive security codes by way of text or telephone*; (ii) *Limits*. You may set monetary limits to certain Services available pursuant to the Agreement; (iii) *User ID and Passwords*. To access your account by way of online banking, Authorized Users will enter User IDs and passwords. We may suspend or cancel your User ID and password, if we suspect they are being used in an unauthorized or fraudulent manner; and (iv) *Security Software*. As part of our layered approach to online security, we employ software to monitor and analyze login and banking behavior. Such programs may be updated or replaced from time to time. In addition, free of charge, we offer business customers Trusteer Rapport, which protects login and transaction information. You may accept this security procedure by downloading the software online. You acknowledge that use of Trusteer Rapport is a commercially reasonable security practice and that, by refusing to accept this Account feature, you face increased exposure to potential loss due to fraud. You will be bound by any payment order, whether or not authorized, issued in your name and accepted by us if you do not choose to download Trusteer Rapport. **YOU EXPRESSLY AGREE TO BE BOUND TO ANY PAYMENT ORDER, WHETHER OR NOT AUTHORIZED, ISSUED IN YOUR NAME AND ACCEPTED IN GOOD FAITH BY US IN COMPLIANCE WITH THE FOREGOING COMMERCIALLY REASONABLE, MUTUALLY AGREED UPON SECURITY PROCEDURES.**

**13. Bank Technology and Documentation.** The systems we use to provide Services and the systems, software, documentation and other information and materials that we provide (“*Bank Technologies*”): (a) constitute commercially valuable, proprietary, secret and confidential products and information, the design and development of which reflect considerable time, effort and money which afford us a competitive advantage over our competitors; and (b) constitute and contain our trade secrets, which you are required to maintain in confidence and not to disclose to any third party. Unless set forth in a separate written license agreement signed by us, you are not granted any right, title, interest or license in or to Bank Technologies or our intellectual property, including, trade secrets. All Bank Technologies are provided AS IS without representation or warranty of any kind. To the extent that we provide you with access to Bank Technologies, you will: (i) to use the same solely for purposes of accessing or using the Services; (ii) not to attempt to circumvent any use or access limitations; (iii) not to transfer, sublicense, copy, modify, translate, reverse engineer, disassemble or decompile any portion thereof; and (iv) to limit access to only those persons who need such access in connection with your receipt of Services. You will cease use of and return all Bank Technologies on request or upon discontinuation of Services, whichever occurs first. If we provide any separate license or end user terms for any Bank Technologies that you choose to use, you will read and comply with those terms.

**14. Changes.** We may change the manner in which Services are provided and/or accessed and may add, delete or change service features, operational procedures and cut-off times. We may modify the terms of this Agreement (including modifications that add or delete terms, that address additional subjects and that impact the parties' rights and the resolution of claims and disputes). Unless the change pertains to a matter regarding which we believe we must act more quickly to prevent a loss or address a change in law, we will provide you notice of changes to this Agreement and other material changes. Your continued use of a Service following the effective date of the change confirms your acceptance of the change. If you do not agree with a change, you may give us written notice and discontinue the affected Services. At any time, you may request changes regarding the Services; provided, however, we are not obligated to implement requested changes until we have had a reasonable opportunity to act upon your request(s).

**15. Notices and Communications.** Notices of termination, discontinuation of Services or breach under this Agreement shall be given in writing. Notifications of errors, discrepancies or unauthorized transactions shall be given telephonically to your Representatives and confirmed in writing. Written notices to you may be sent to the address we use for your Statements. Written notices to us must be sent to First Financial Bank, N.A., P.O. Box 2122, Terre Haute, Indiana 47802-0122, Attention: Treasury Management Support. Written notices will be considered given on receipt; provided, however, no electronic or other communication or notice to us shall be considered effective until it has been actually received and we have had a reasonable opportunity to act on it. We may notify you of other matters (for example, changes to Services and modifications to this Agreement) in writing or via another method including statement message, email or posting on our web site. Electronic notifications shall be considered given on the first Business Day after we transmit or post them. You assume all risks of communicating with us in a manner other than the following secured email channel: [TreasuryManagement@first-online.com](mailto:TreasuryManagement@first-online.com). We do not recommend the use of email for time sensitive communications. Regardless of the mode of communication, we may act on any notice or other communication we receive which we believe in good faith originated from you. You have agreed to conduct business with us by electronic means and agree that: (a) we may rely upon and consider your electronic communications to us as satisfying any applicable requirements that the communications be in writing and/or signed; and (b) our electronic communications to you shall be considered as effective as if delivered writing. We reserve the right to require that any communication to us be confirmed in writing. Notices to you shall be deemed notice to your affiliates, if any. We may monitor and record any or all communications with you.

**16. Force Majeure.** Neither party is responsible for any failure or delay in performance caused by any event beyond a party's reasonable control, including any Act of God, strike, flood, fire, war, public health emergency, blockade, revolution, insurrection, civil commotion, public enemy, terrorism, electrical, equipment or communications failure, Association acts, omissions or unavailability, other third party act or omission, any law, decree, moratorium, regulation, or compulsion or control of public authority or domestic or foreign government or any agency thereof, whether rightfully or wrongfully exercised.

**17. Warranty Disclaimer; Remedies.** Service descriptions contained in marketing or other materials do not constitute representations or warranties. **EXCEPT FOR OUR COMMITMENT TO EXERCISE ORDINARY CARE, SERVICES ARE PROVIDED AS IS; WE AND OUR VENDORS DISCLAIM ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.** If we default under this Agreement, you may: (a) require us to use reasonable efforts to correct the default at our own expense; (b) obtain a credit for fees paid for uncorrected defective performance; and/or (c) discontinue receipt of Services. The other limitations in this Agreement apply regardless of whether any limited remedy fails of its essential purpose. Your remedies herein are exclusive and in lieu of all other remedies at law or in equity. This Agreement is not intended to limit liability we have under applicable law that cannot be waived or varied by agreement. Any claim, action or proceeding arising out of this Agreement or the Services (including claims related to any occurrence referenced in any notification that you have previously given to us) must be commenced within one year from the first occurrence of the event giving rise to the claim, action or proceeding.

**18. Liability.** We are not responsible for your information, instructions, items or other incoming work unless and until we actually receive it in a readable form. We are not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your or your affiliates' acts, omissions, negligence, misconduct or breach of any agreement with us; (b) the acts, omissions or insolvency of any third party (other than our subcontractors); (c) following your instructions or any ambiguity, inaccuracy or omission in any instruction or information you provide to us; (d) loss, destruction, delay, alteration or interception of information in transit, including in transit on any communications system or via the internet; or (e) exercising our rights under this Agreement. Our liability for any loss or damage for any matter whatsoever arising out of or related to this Agreement or the Services shall be limited to liability for direct damages caused by our breach. That liability shall not exceed the fees you paid us for the affected Service(s) in the twelve-month period preceding the breach. Services are not guaranteed to be free from error or interruption. **IN NO EVENT SHALL WE OR OUR VENDORS BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES, REGARDLESS OF WHETHER WE WERE INFORMED OF THEIR POSSIBILITY.** We may make certain services available that can assist in the prevention of fraud. If you do not take advantage of those services, you agree that we are not responsible for re-crediting your account for unauthorized or altered items or transactions or other losses that could have been prevented had you used those services.

**19. Arbitration.** All arbitration provisions set forth in your deposit agreement with us are hereby incorporated by reference.

**20. Indemnity.** To the extent permissible by law, you agree to indemnify, defend and hold us, our parent company, subsidiaries, affiliates and respective officers, directors, employees and agents harmless from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (including reasonable attorneys' fees) arising out of or related to: (a) any third party claim that arises out of or relates to any item, image, entry, file, information, or other incoming work we receive from you; (b) any other third party claim based on our provision of Services for you, including any claim arising out of responsibility that we have to others for handling or being associated with any item, image, entry, file, information, transfer or other transaction on your behalf; (c) your Systems; (d) your acts or omissions or breach of this Agreement; (e) any dispute between you and a third party; or (f) us acting on your requests, instructions or processing submissions. You are not required to indemnify us for our own willful misconduct. As used in this paragraph, "**claims**" include information requests.

**21. Miscellaneous.** This Agreement: (a) cannot be amended except in writing signed by the parties or as otherwise expressly provided in Section 14; (b) shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns; (c) may not be assigned by you without our written consent; and (d) shall be governed by and construed in accordance with the laws of the State of Indiana, excluding conflict of law principles. Any claims, actions, suits or proceedings not subject to arbitration shall be filed, tried and litigated only in the Circuit or Superior Courts of Vigo County, Indiana. If you are a state or local government entity, your state's law will apply, and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government subscriber, United States federal law will apply, and any claim may be brought in any federal court. The parties hereto consent to the jurisdiction and venue of such courts and expressly waive any claims or defenses of lack of personal jurisdiction or proper venue by such courts. This Agreement constitutes the entire agreement between the parties with respect to the Services and supersedes all prior communications regarding the Services. You agree to provide us with a resolution and authorization for treasury management services in form acceptable to us or Services may not be available to you. To the extent that this Agreement conflicts with any separate deposit account terms or other preprinted forms that you sign, whether before or after this Agreement, this Agreement controls. In the event of any conflict between the terms of this Agreement and any Service Terms, this Agreement shall control except in the case of terms specific to a particular service described in an ancillary agreement, in which case the respective Service Terms as applicable to the unique service shall control. **AS SPECIFICALLY BARGAINED FOR TO INDUCE EACH OF THE PARTIES TO ENTER INTO THIS AGREEMENT,**



**YOU AND WE KNOWINGLY, INTENTIONALLY, AND UNCONDITIONALLY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY OF ANY CLAIM BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS, OR OTHERWISE.** No waiver of any term of this Agreement by us will be effective unless signed by an authorized officer. We reserve the right to waive the enforcement of any terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not preclude us from enforcing any of our rights with respect to later transactions and will not be considered a modification this Agreement on a going forward basis. No course of dealing and no delay or failure of us to exercise any right, power or privilege under this Agreement shall affect any other or future exercise thereof or the exercise of any other right, power of privilege. If any term of this Agreement is found to be invalid, illegal or unenforceable, the remaining terms shall remain in full force and effect. Whenever in this Agreement a singular word is used, it shall include the plural wherever required by the context. Whenever in this Agreement a plural word is used, it also shall include the singular wherever required by the context. The captions of this Agreement are for convenience of reference only and shall not constitute a part of this Agreement or be used to construe or interpret any of its provisions. This Agreement shall be construed in accordance with the fair meaning of its provisions and its language shall not be strictly construed against, nor shall ambiguities be resolved against, either party. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original of one in the same instrument. The term “*including*” (or any derivation thereof) means “including, but not limited to.” The parties intend to be independent contractors, and neither party has any power or authority to bind the other. The terms of this Agreement may not be relied upon or enforced by any third party. We are entitled to use and provide information to our agents, contractors, service providers, networks and other third parties as we deem appropriate in providing the Services. We may also use and disclose information from or about you or your use of the Services: (i) as necessary to provide the Services; (ii) in connection with the investigation of any claim against us; (iii) to comply with regulatory requirements or government agency or court orders; (iv) to credit bureaus; (v) as permitted by law; and/or (vi) as you otherwise permit. We may obtain background checks, credit reports and other information and may contact any other source necessary in connection with starting, continuing and/or discontinuing Services.