Personal Checking Accounts
Truth in Savings Disclosure

First Merchants Bank

All First Merchants Checking accounts listed below come with the following account features:

Account Features
• Enhanced MasterCard Debit Card with ID theft protection and Card Controls[1]
• MoneyPass Surcharge Free ATM Network
• Avoid overdraft fees with Overdraft Helper[2]
• FREE Online Banking and Bill Pay, must be 18 years or older for Bill Pay
• FREE Mobile, Text, and Telephone Banking
• Early Pay – get paid up to 2 days sooner[3]
• 0.25% Loan Discount, with automatic payment from First Merchants Checking account[4]

First Merchants Prosper Checking

Account Details		
Monthly Maintenance Fee	$10	if none of the requirements are met
No Monthly Maintenance Fee if you complete any one of the following requirements	$500	monthly direct deposit[5] or
	$1,000	in minimum combined personal deposit balances
	For Seniors 62 years of age and over	
	For Students under 25 years of age[7]	
Statement Fee	$3	per month for paper statement
	$0	per month for eStatement
	$0	per month paper statement fee for Seniors and Students
	$0	If maintain a minimum of $1,000 in combined personal deposit balances

Additional First Merchants Prosper Checking Features for Seniors
• Specialty Checks included for Seniors, just pay $10 to cover standard shipping and handling

First Merchants Prosper Plus Checking

Account Details		
Monthly Maintenance Fee	$25	if none of the requirements are met
No Monthly Maintenance Fee if you complete any one of the following requirements	$1,500	monthly direct deposit[5] or
	$20,000	in minimum combined personal deposit balances
Statement Fee	$0	per month for paper statement
	$0	per month for eStatement

Additional First Merchants Prosper Plus Checking Features
• Specialty Checks included, just pay $10 to cover standard shipping and handling
• FREE Official Checks and Money Orders
• No Annual Fee on a new Home Equity Line of Credit[6]
• 25% discount on Safe Deposit Box Rental, when available

First Merchants First Direct Checking

Account Details		
Monthly Maintenance Fee	$10	if the requirement is not met
No Monthly Maintenance Fee if you complete the following requirement	$200	monthly direct deposit[5]
Statement Fee	$3	per month for paper statement
	$0	per month for eStatement
Eligibility Requirements	For those whose employer has a First Direct agreement with First Merchants Bank or for those customers who are a member of the U.S. Military, Police Officer, Firefighter, Paramedic, or works in the Healthcare or Education field.	

Additional First Merchants First Direct Checking Features
• Two Overdraft fees waived per year[8]
• FREE Specialty Checks
• FREE Official Checks and Money Orders
• No Annual Fee on a new Home Equity Line of Credit[6]
• $250 discount on Residential Mortgage closing costs[9]
• 25% discount on Safe Deposit Box rental, when available

[1]Certain restrictions, terms and conditions apply. Please see **www.mastercard.us/zero-liability** for more details. MasterCard® benefits are offered through MasterCard® card services. Please call 1-800-MASTERCARD for assistance. MasterCard® Enhanced Benefits are provided by MasterCard® to First Merchants Personal MasterCard® debit card holders at no additional cost. [2]No overdraft fees if you're overdrawn by $50 or less at the end of the business day and no daily fee until day 5. Overdraft Helper™ does not require enrollment and comes with most First Merchants Personal Checking accounts. If your account is setup for overdraft protection, Overdraft Helper™ will apply if you do not have the funds available to cover the overdrafts. It also does not apply to Simple Access accounts, which do not permit overdrafts. [3]Terms and conditions apply. Early Pay is a free service that First Merchants Bank offers at its discretion. We can't guarantee you'll always get your paycheck early—it depends on how and when your employer sends us your payroll direct deposit. Not all employers send payroll deposits early or label them in a way that qualifies for Early Pay. If your payroll deposit doesn't meet the criteria, it will arrive on your regular payday. [4]Subject to credit approval. Excludes first mortgage real estate loans and lines of credit. Offer valid for consumer purpose installment loans only. [5]Multiple deposits of less than required amount will not qualify to waive the monthly maintenance fee. [6]Subject to credit approval. [7]At age 25, must meet account requirements to avoid monthly maintenance fee. [8]Two Overdraft fees will be waived per rolling 12 month calendar period. [9]Maximum of $250.00 credit off closing costs. Credit may only be applied towards closing costs and not applied as a principal reduction, or considered part of any minimum down-payment requirement, or be used towards cash back to the borrower at closing. May not be combined with any other offer or exceed third party contribution limits. First Direct account must be opened prior to the initial underwriting of the loan.

First Merchants Simple Access
Truth in Savings Disclosure

Account Features
• No Overdraft fees • Money Orders and Cashier Checks may be purchased at half price with cash • Enhanced MasterCard Debit Card with ID theft protection[1] • MoneyPass Surcharge Free ATM Network • No Overdraft Protection Transfer Fee from any linked account[2] • FREE Online Banking and Bill Pay, must be 18 years or older for Bill Pay • FREE Mobile, Text, and Telephone Banking • Early Pay – get paid up to 2 days sooner[3]

Account Details	
Monthly Maintenance Fee	$4 per month
Statement Options	Paper Statement with no check images OR eStatements
Other Account Requirements	This is an electronic account, no regular checks will process through this account. Only Bill Payment checks initiated through Online Banking will be processed.
	Cash withdrawals should be made at ATMs or point of sale. Cash back may be available when depositing or cashing checks. Withdrawals in the banking center are available and will be processed by completing a cash advance.
Qualifications to Move to Another Account Type	If the customer meets the standard account qualifications, then the account can be closed and a new account opened at the customer's request. If the customer does not meet the standard account qualifications, the customer may request to close their Simple Access account and open a new account once the Simple Access account has been open for 12 months and has a positive balance.

[1]Certain restrictions, terms and conditions apply. Please see **www.mastercard.us/zero-liability** for more details. MasterCard® benefits are offered through MasterCard® card services. Please call 1-800-MASTERCARD for assistance. MasterCard® Enhanced Benefits are provided by MasterCard® to First Merchants Personal MasterCard® debit card holders at no additional cost. [2]We'll automatically transfer funds to cover your negative balance, in $50 increments on linked deposit accounts. Other account service charges may still apply. [3]Terms and conditions apply. Early Pay is a free service that First Merchants Bank offers at its discretion. We can't guarantee you'll always get your paycheck early—it depends on how and when your employer sends us your direct deposit. Not all employers send deposits early or label them in a way that qualifies for Early Pay. If your deposit doesn't meet the criteria, it will arrive on your regular payday.

Personal Savings
Truth in Savings Disclosure

First Merchants Bank

Regular Savings

Account Features
• FREE ATM Card • MoneyPass Surcharge Free ATM Network • Earns interest, variable rates based on tiered balance[1] • FREE Online, Mobile, Text, and Telephone Banking

Account Details		
Monthly Service Fee	$5	if none of the requirements are met
No Monthly Service Fee if you complete one of the following requirements	$300	minimum balance
	enroll in eStatements	
	For those under 19 years of age	
Quarterly Statement Options	eStatement	
	combined statement	
	paper statement	

Money Market Savings

Account Features
• FREE Money Market Savings checks • FREE MasterCard Debit Card • MoneyPass Surcharge Free ATM Network • Earns interest, variable interest rates tiered based on balance[1] • FREE Online, Mobile, Text, and Telephone Banking

Account Details		
Minimum Opening Deposit	$1,000	
Monthly Service Fee	$10	if none of the requirements are met
No Monthly Service Fee if you complete the requirement	$10,000	minimum balance
Monthly Statement Options	eStatement	
	combined statement	
	paper statement	

Relationship Money Market Savings

Account Features
• FREE Money Market Savings checks • FREE MasterCard Debit Card • MoneyPass Surcharge Free ATM Network • Earns interest, variable interest rates tiered based on **total aggregate daily balance.** [2] • FREE Online, Mobile, Text, and Telephone Banking

Account Details		
Minimum Opening Deposit	$1,000	
Monthly Service Fee	$25	if requirement is not met
No Monthly Service Fee if you complete the requirement	$20,000	Minimum daily balance in Relationship Money Market Savings
Requirements to Earn Relationship Rate[3]	$20,000	**Total aggregate daily balance** in Relationship Money Market and First Merchants Prosper Plus Checking Account
	First Merchants Prosper Plus Checking account	
Monthly Statement Options	eStatement	
	combined statement	
	paper statement	

Smart Saver CD

Account Features
• Automatic Deposits • FREE Online, Mobile, Text, and Telephone Banking

Account Details		
Minimum Opening Deposit	$25	
Account Requirements[4]	$25	deposit monthly through pre-authorized transfer
	$25	minimum balance must also be maintained

Interest Information
• Rate is fixed throughout the one-year term • At maturity, funds may be withdrawn or renewed for an additional year at the rate in effect at that time. • Interest is accrued daily and credited quarterly • Early withdrawal penalty may apply

Traditional CD

Account Features
• A variety of terms • Attractive interest rates • FREE Online, Mobile, Text, and Telephone Banking

Account Details		
Minimum Opening Deposit	$1,000	for terms 12 months or more
	$2,500	for terms less than 12 months

Interest Information
• Rate is fixed throughout the term • Interest is accrued daily and credited quarterly • Early withdrawal penalty may apply

[1]The variable interest rate and annual percentage yield for your account depends upon the applicable balance. The interest rate and annual percentage yield for these tiers may change at any time. The interest rate changes are made at the bank's discretion. Interest will accrue daily and credit monthly. If you close your account before interest is credited, you will not receive the accrued interest. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). [2](a) The aggregate balance for the Relationship Money Market account and the aggregate balance for the Prosper Plus account are each calculated as a running average. The running average for each account is determined by adding together all daily balances for that account from the beginning of the calendar month through the current day and dividing that total by the number of calendar days month to date. (b) Then the aggregate daily balance for both the Relationship Money Market account and the Prosper Plus account are added together to create the total aggregate daily balance. The total aggregate daily balance determines the balance tier for the variable interest rate. (c) If the total aggregate daily balance is at least $20,000 every day of the month, interest will be calculated using the relationship rate. If the total aggregate daily balance is less than $20,000 on any one day, interest will be calculated using the standard money market rate. (d) Interest is then calculated using the balance maintained in your Relationship Money Market account only and will accrue daily and credit monthly. (e) Because aggregate balances are calculated based on the calendar month, if your account is opened after the first day of the month, you may not be able to meet the requirements to earn the relationship rate for that month. (f) The interest rate and annual percentage yield for these tiers may change at any time and are made at the bank's discretion. (g) If you close your account before interest is credited, you will not receive the accrued interest. (h) We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the Relationship Money Market each day. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). [3]Only one Relationship Money Market per primary account owner is allowed. Must have First Merchants Prosper Plus checking account and Relationship Money Market with the same primary owner. **Total aggregate daily balance** must be $20,000 in Prosper Plus and Relationship Money Market in order to earn relationship rate. Failure to meet these requirements will result in the account earning standard money market rates. Product transfers are not allowed, a new account must be opened. [4]Failure to meet these requirements may result in account closure.

Other service fees may apply. Note: In this disclosure, Annual Percentage Yield is abbreviated as "APY."

Health Savings Account
Truth in Savings Disclosure

First Merchants Bank

Health Savings Account

Account Features
• FREE MasterCard Debit Card • FREE Online Banking and Bill Pay, must be 18 years or older for Bill Pay • FREE Mobile and Text Banking • FREE Telephone Banking • Reduce Taxable Income[1] • Earns interest, variable rates based on tiered balance[2]

Account Details		
Minimum Opening Deposit	$0	
Monthly Service Fee	$5	If the requirement is not met
HSA Transfer Fee	$25	To transfer account to another custodian
No Monthly Service Fee if you complete the following requirement	enroll in eStatements	
Monthly Statement Options	eStatement	
	paper statement	
	combined statement	

[1]Not to be construed as tax advice. Please consult your attorney or tax advisor. Other restrictions may apply. [2]The variable interest rate and annual percentage yield for your account depends upon the applicable balance. The interest rate and annual percentage yield for these tiers may change at any time. The interest rate changes are made at the bank's discretion. Interest will accrue daily and credit monthly. If you close your account before interest is credited, you will not receive the accrued interest. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day. Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Note: Annual Percentage Yield is abbreviated as "APY".

Personal Banking Fees

Effective February 16, 2026

Debit/ATM Fees

$ 10.00	ATM or Debit Card Replacement
$ 3.00	Foreign ATM[1]
$ 50.00	Express Delivery Fee
$ 90.00	Emergency Delivery Fee
Varies	International Fees[2]

Stop Payment/Returned Items

$ 37.00	Stop/Hold Fee
$ 37.00	Overdraft[3]
$ 8.00	1st Continuous Overdraft Charge[4]
$ 8.00	Recurring Overdraft Charge[5]

Statement Assistance

$ 10.00	Duplicate Statements
$ 30.00	Reconciling Statement (per hour, one hour minimum)
$ 30.00	Research Fee (per hour, one hour minimum)
Varies	Paper Statement Fee

Wire Transfers

$ 17.00	Incoming Wire
$ 30.00	Outgoing Wire[6]
$ 20.00	International Incoming Wire Fee[6]
$ 50.00	International Outgoing Wire Fee[6]

Other

$ 8.00	Official Checks[7]
$ 5.00	Money Order[7]
$ 6.00	Telephone Transfer[8]
$ 50.00	Early Closing Fee (within 180 days of opening)[9]
$ 15.00	Account Closing by Mail[9]
$ 5.00	Dormant Account Fee[10]
$ 35.00	Escheatment Processing
$ 100.00	Tax Levy
$ 100.00	Garnishments[11]
$ 25.00	Payment of Collection Items
$ 19.95	Overnight Check Payment (via Online Bill Pay)
$ 25.00	HSA Transfer Fee
$ 20.00	Foreign Currency Purchase Fee[12]
$ 25.00	Foreign Currency Sell Fee[12]
$ 10.00	Non-Customer Check Cashing Fee

[1]Inquiry, Transfer, or Withdrawal transactions; [2]Charges determined by MasterCard®, Maestro® and Cirrus® [3]Fees may be created by a debit card transaction, check, in-person, ATM withdrawal, or electronic transaction; [4]Charge will be assessed on the 5th business day the account is overdrawn. [5]Additional charge assessed beginning on 6th business day and continuing until a positive balance is achieved or the account is closed. [6]Additional fees may be charged by the domestic or international correspondent bank; [7]Free for certain account types; [8]Fee applies whether placed via Call Center or banking center staff; [9]Not applicable to the First Merchants Simple Access checking account [10]A dormant account fee will be charged each month if, for 1 year previous for checking or 3 years previous for savings, there is no customer initiated activity or other indication in writing from you of an interest in the account, not applicable to the First Merchants Simple Access checking account; [11]Or maximum allowed under state law, whichever is less. [12]When available and is subject to currency exchange rates.

Contact Us

First Merchants Bank

Customer Service: 1.800.205.3464 or 765.747.1382

Lost or Stolen Debit Card: 1.800.205.3464
customerservice@firstmerchants.com

Treasury Solutions: 1.866.833.0050

Telephone Banking: 1.800.473.5055 (24 hours)

First Merchants Private Wealth Advisors

Customer Service: 1.866.238.0082 or 765.747.1300

First Merchants Corporation

Shareholder Inquiries:
Cynthia G. Holaday
Shareholder Relations Officer
First Merchants Corporation
Phone: 765.741.7278 or 1.800.262.4261 ext.27278
E-mail: *shareholderrelations@firstmerchants.com*

First Merchants Corporation Main Office
200 E. Jackson Street
Muncie, IN 47305
765.747.1500

www.firstmerchants.com

MEMBER FDIC EQUAL HOUSING LENDER

ATTENTION PERSONAL CHECKING CUSTOMERS:

Without overdraft protection transfers or a Ready Reserve line of credit to protect your accounts, a debit card transaction will be declined if you have insufficient funds in the account. You may avoid this situation ONLY if you authorize us to pay these types of transactions. Your authorization is called "Opting In." Opting In must be authorized by you and may be withdrawn by you at any time.

WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES

An overdraft occurs when you do not have enough money in your account to cover a transaction but we pay it anyway. We can cover your overdrafts in several ways:

1. We have our standard overdraft practice that we apply to your account, explained below.
2. We also offer overdraft protection options, which include:
   - Overdraft protection transfers, which link your account to a secondary checking, savings, money market or home equity line of credit.
   - Ready Reserve line of credit, an unsecured line of credit.

FIRST MERCHANTS' OVERDRAFT PRACTICE

WHAT ARE OUR STANDARD OVERDRAFT PRACTICES THAT COME WITH YOUR ACCOUNT?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions using your checking account number
- Automatic bill payments
- Transactions processed through an Automated Clearing House (ACH)
- Recurring debit card payment transactions

We do not authorize and pay overdrafts for the following types of transactions unless you ask us (see below):

- ATM withdrawals or transfers from your account
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

WHAT IF I WANT FIRST MERCHANTS BANK TO AUTHORIZE AND PAY OVERDRAFTS ON MY ATM AND EVERYDAY DEBIT CARD TRANSACTIONS?

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, you must contact us by calling 1.800.205.3464 or by visiting your local banking center. This choice may be changed at any time by you. If you still have questions, please contact us at 1.800.205.3464.

WHAT FEES WILL BE CHARGED IF THE BANK PAYS MY OVERDRAFT?

Under our standard overdraft practices the following fees are imposed:

- We charge a fee of $37.00 each time we pay an overdraft.
- Beginning on the fifth business day your account is overdrawn, an $8 fee may be charged each business day your account remains overdrawn. This charge is in addition to any Overdraft Fees or assessed. These fees will affect your account balance.
- The maximum number of Overdraft Fees that we can assess is limited to six per day.
- Fees are charged on all items when an ending overdraft balance is more than $50.

HOW DOES FIRST MERCHANTS BANK POST ITEMS TO MY ACCOUNT?

1. Deposits are credited to your account prior to posting any withdrawals.
2. Next, we post ATM withdrawals, debit card transactions* and any checks cashed by our employees or that you have written to us, in the order in which they are received.
3. We then post any items submitted electronically, such as ACH items, preauthorized automatic transfers, telephone-initiated transfers and other electronic transfers, in the order in which they are received.
4. Finally, we pay the remaining items based on check number order.

CALL	CLICK	VISIT
1.800.205.3464 8 A.M. TO 8 P.M. MON-FRI, 9 A.M. TO 3 P.M. SAT	send a secure message within our Online Banking system	any banking center to authorize this service

Availability of Funds Disclosure

YOUR ABILITY TO WITHDRAW FUNDS AT
FIRST MERCHANTS BANK
200 EAST JACKSON STREET PO BOX 792
MUNCIE, IN 47308-0792
PHONE: (765) 747-1500

This policy statement applies to “Transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your cash or check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.

If you make a deposit prior to 6:00 p.m. (some cutoff times may be later at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For additional information contact your branch representative.

If you make a deposit at an ATM before 7:00pm EST (some cutoff times may be later at some locations) on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 7:00pm EST or on a day we are not open, we will consider that the deposit was made on the next business day we are open. For additional information contact your branch representative.

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

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-By-Case Delays - In some cases, we will not make all of the funds that you deposit by check available to you on the first -business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first $275 of your deposits, however, may be available on the first business day after the day of your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than $6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than seventh business day after the day of your deposit.

SPECIAL RULES FOR NEW ACCOUNTS

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first $6,725 of a day’s total deposits of cashier’s. certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first $6,725 will not be available until the second business day after the day of your deposit.

First Merchants Bank
Helping you prosper

Member FDIC

Important Notice: Change in Treasury Check Deposit Policy

For new deposit account customers on or after March 7, 2025, First Merchants Bank will no longer accept U.S. Treasury checks over $5,000.00 for deposit until the account has been open for at least six (6) months. NOTE: This policy does not apply to current customers who have opened and maintained an account relationship with First Merchants Bank prior to March 7, 2025.

This policy change is designed to enhance security and prevent fraudulent transactions. If you have any questions or concerns, please contact your local branch or our customer service team at 800.205.3464.

We appreciate your understanding and look forward to serving your banking needs.

FACTS

WHAT DOES FIRST MERCHANTS BANK DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and income
- Account balances and transaction history
- Credit history and credit scores

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons First Merchants Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does First Merchants Bank share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Please visit our website www.firstmerchants.com or call 800-205-3464.

Who we are	
Who is providing this notice?	First Merchants Bank

What we do	
How does First Merchants Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does First Merchants Bank collect my personal information?	We collect your personal information, for example, when you ■ open an account or deposit money ■ pay your bills or apply for a loan ■ use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing.

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies. ■ *First Merchants Bank does not share with our affiliates.*
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. ■ *First Merchants Bank does not share with nonaffiliates so they can market to you.*
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. ■ *Our joint marketing partners include investment services and credit card companies.*

First Merchants Bank®

TERMS AND CONDITIONS OF YOUR ACCOUNT

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(1) Important Information about Procedures for Opening a New Account
(2) Agreement
(3) Liability
(4) Deposits
(5) Withdrawals
Important Terms for Accounts Where More than One Person Can Withdraw
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Checks and Withdrawal Rules
Cash Withdrawals
Multiple Signatures, Electronic Check Conversion, and Similar Transactions
Notice of Withdrawal
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Joint Account - No Survivorship
Revocable Trust Account/In Trust For
Pay-on-Death Account with LDPS
Pay-on-Death Account No LDPS
Additional Transfer on Death Property Act Rules
(7b) Ownership of Account and Beneficiary Designation (In Illinois)
Individual Account
Joint Account - With Survivorship
Joint Account - No Survivorship
Revocable Trust or Pay-On-Death Account
(7c) Ownership of Account and Beneficiary Designation (In Michigan)
Individual Account
Joint Account - With Survivorship
Joint Account - No Survivorship
Revocable Trust Account
(7d) Ownership of Account and Beneficiary Designation (In Ohio)
Individual Account
Joint Account - With Survivorship
Joint Account - No Survivorship
Revocable Trust or Pay-On-Death Account
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(1) 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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In addition, on legal entity accounts we will require identification on beneficial owners and control persons.

(2) AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary 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 according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution 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. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement 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 agreement should be construed so the singular includes the plural and the plural includes the singular.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Indiana"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

(3) 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 these charges, without notice to you, 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.

Each of you also agrees 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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. 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 charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) DEPOSITS - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits

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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 transactions by mail or outside depository until we actually record them. We will treat and record all 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. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

Night depository and large cash deposits - Any of our employees may open and count any deposit that a branch banker did not count in front of you, including night depository deposits and large cash deposits, and you agree not to dispute that employee's determination of the amount you deposited. Any individual purportedly acting on your behalf is authorized to claim, open, or make deposits from containers placed in the night depository, and said individuals may be given any receipts, deposit slips, and any other non-monetary item included in the container.

If you use our night depository, you are responsible for any disappearance, theft, or loss of any envelope, bag, container, or money before we issue a written receipt for the deposit.

(5) WITHDRAWALS -

Important terms for accounts where more than one person can withdraw - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the available account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and withdrawal rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple signatures, electronic check conversion, and similar transactions - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of withdrawal - We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) 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 separately provided notice of penalty for early withdrawal.

(6) UNDERSTANDING AND AVOIDING OVERDRAFT FEES AND RETURNED ITEMS -

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and returned items is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and returned items.

An overdrawn account will typically result in you being charged an overdraft fee. Generally, an overdraft occurs when there is not enough available balance in your account to pay for a transaction. If we pay (or cover) the transaction anyway, you will be charged an Overdraft Fee but only if your account does not have sufficient actual balance. In the event an overdraft occurs, we can charge you a fee. We do not charge fees if a debit card payment or ATM withdrawal is declined due to insufficient available balance.

Determining your available balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction at the time it is presented to us for payment. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or returned item could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance.

For example, your account has an available balance of $100 and then you make a debit card purchase of $80 resulting in an available balance of $20. Then a check clears for $75 resulting in a -$55 (negative) available balance and a ledger balance of $25. When the $80 debit card transaction posts to the account, there is now an insufficient ledger balance of -$55. Because the debit card transaction was approved on good funds or a positive balance at the time of the purchase, an Overdraft fee will not be assessed for the debit card transaction. However, you will receive an Overdraft fee for the check that was paid.

In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Returned Items - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the available balance in your account, and we decide not to pay the item or transaction, this is called a Returned Item, and we will not charge you a fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. This could result in fees from the third party.

Payment types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions (both recurring and one-time), automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

Important information regarding "decoupled" cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft fees.

Balance information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement,

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reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. A deposited item may be returned after the funds from the deposit are made available. In that case, we will debit your account for the amount of the returned item.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants authorize and may request a temporary hold on your account for a specified sum of money. The merchant's request for payment from us and the amount charged to your account could occur in three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions may be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will result in a Returned Item if we do not pay it or an overdraft transaction if we do pay it. Your preauthorized transaction will not be charged a fee if you had sufficient funds in your account at the time it was authorized. Other transactions that may post to your account could be subject to a fee according to our overdraft policy. Also, when the merchant does not know the exact amount of the purchase at the time the card is authorized, the amount of the temporary hold may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase. The amount of funds in your account available for other transactions may be reduced by the amount of the temporary hold.

Payment order of items - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process internal transfer followed by an external bank transfers first, in the order they are received on the day they are processed. We process bank initiated fees second, in the order they are received on the day they are processed. We process ATM withdrawals followed by your debit card transactions third, in the order they are received on the day they are processed. We process electronic payments fourth, in the order they are received on the day they are processed. We process checks fifth, in numerical order (by check number) on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an overdraft fee according to our overdraft fee policy, which may result in one or more overdraft fees. The amounts of the overdraft fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

(7a) In Indiana, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). 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.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account/In Trust For (pursuant to the Multiple Party Account statutes in *Indiana Code* 32-17-11 et. seq.) - 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 this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account with LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* 32-17-14 et. seq.) - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless all persons creating the account die. If a named beneficiary does not survive all persons that created the account, that beneficiary's right to a transfer on death transfer belongs to that beneficiary's lineal descendants per stirpes (LDPS) who survive all persons that created the account. LDPS means that group of people that are the lineal descendants of a beneficiary who will take, in place of the beneficiary they have survived, the beneficiary's share as determined under Indiana law. In order for a lineal descendant to take in place of a beneficiary, the lineal descendant must survive the death of that beneficiary. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Pay-on-Death Account No LDPS (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* 32-17-14 et. seq.) - 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 unless otherwise designated in writing, without right of survivorship. The person(s) creating this account type may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

Additional Transfer on Death Property Act Rules - If there are multiple primary beneficiaries and a primary beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving primary beneficiary is allocated among the surviving primary beneficiaries in the proportion that their shares bear to each other. If there are no surviving primary beneficiaries and there are no substitutes for the nonsurviving primary beneficiaries under the LDPS rules, the property belongs to the surviving contingent beneficiaries in equal shares or according to the percentages or fractional shares stated in the designation. If there are multiple contingent beneficiaries and a contingent beneficiary does not survive all persons creating the account and does not have a substitute under the LDPS rules, the share of the nonsurviving contingent beneficiary is allocated among the surviving contingent beneficiaries in the proportion that their shares bear to each other. If no beneficiary survives all persons creating the account, the property belongs to the estate of the owner unless directed to a substitute beneficiary under the LDPS rules.

(7b) In Illinois, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). 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.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

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 of either of these account types 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 the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

(7c) In Michigan, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). 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.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust Account - If two or more of you create such an 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, such beneficiaries will own this account in equal shares, without right of survivorship.

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The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

(7d) In Ohio, OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Individual Account - is an account in the name of one person.

Joint Account - With Survivorship (And Not As Tenants In Common) - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). 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.

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

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.

(8) BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(9a) In Indiana and Michigan, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. 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. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item 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. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months if it is given to us in writing or by another type of record. (Generally, a “record” is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us.) Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if it is not confirmed in writing or by another type of record within that time period. We are not obligated to notify you when a stop-payment order expires.

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.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9b) In Illinois and Ohio, STOP PAYMENTS - The rules in this section cover stopping payment of items such as checks and drafts. 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. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item 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. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(10) 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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

(11) AMENDMENTS AND TERMINATION - We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we 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. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

(12) CORRECTION OF CLERICAL ERRORS - Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the STATEMENTS section.

(13) NOTICES - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you. You agree that the above constitutes "reasonable notice" under the law.

(14) STATEMENTS - Your duty to report unauthorized signatures (including forgeries and counterfeit checks) or alterations on checks and other items - You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

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You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.
You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.
Your duty to report other errors or problems - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.
Errors relating to electronic fund transfers or substitute checks (For consumer accounts only) **-** For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.
Duty to notify if statement not received - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.
(15) REIMBURSEMENT OF FEDERAL BENEFIT PAYMENTS - If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, 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 available legal remedy to recover the amount of our liability.
(16) TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.
(17) SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.
This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred 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.
(18) CHECK PROCESSING - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.
(19) CHECK CASHING - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.
(20) TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.
(21) REMOTELY CREATED CHECKS - Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.
You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.
(22) UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.
(23) ACH AND WIRE TRANSFERS - This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.
(24) INTERNATIONAL ACH TRANSACTIONS - Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.
(25) 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 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.
(26) AUTHORIZED SIGNER - The authorized signer is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.
We may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.
For accounts owned by a single individual, the owner may terminate the authority at any time, and the authority is automatically terminated by the death of the owner.

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If our policy allows for the designation of an authorized signer on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the authorized signer to act on his/her behalf. Any one owner may revoke or terminate the authorization, and the authorized signer's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the authority of the authorized signer, the authority is terminated upon the death of the last surviving owner.

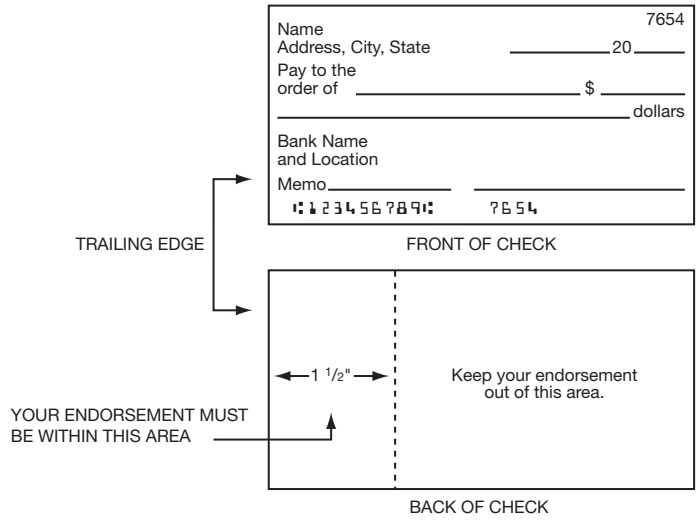
(27) RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than $1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

(28) ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

(29) ENDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g. additional endorsements, ID information, driver's license number, etc.) must fall within 1½" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1½" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement.

These endorsement guidelines apply to both personal and business checks.

(30) DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(31) FIDUCIARY ACCOUNTS - Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(32) CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(33) 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 (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. 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, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

(34) ACCOUNT SECURITY -

Your duty to protect account information and methods of access - Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, 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).

Positive pay and other fraud prevention services - You agree that we have offered you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account. If you reject those services, you may be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay and other commercially reasonable security procedures. If you rejected a commercially reasonable security procedure which we offered you, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. You agree that you were notified that positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

(35) INSTRUCTIONS FROM YOU - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

(36) MONITORING AND RECORDING TELEPHONE CALLS AND ACCOUNT COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice,

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voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.
If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

(37) CLAIM OF LOSS - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an every day/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.
You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(38) EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) - We may impose early withdrawal penalties on a withdrawal from a time account even if you don't 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 separately provided notice of penalty for early withdrawal for additional information.

(39) CHANGES IN NAME AND CONTACT INFORMATION - You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(40) RESOLVING ACCOUNT DISPUTES - We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(41) WAIVER OF NOTICES - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

(42) ADDITIONAL TERMS

ADDRESS OR NAME CHANGES. Any notice we mail to you (or email to you if you've told us to communicate with you electronically) will be binding if sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address.

ACCOUNT MAINTENANCE - Some account changes you request may require you to visit a branch location to complete. Some examples of account maintenance requiring a visit to a branch location may include but are not limited to: account closing, certain wire transfers, and account type change.

NOTICES. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file or when permitted by law, we provide you notice by e-mail at the e-mail address we have on file.

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 JURY TRIAL

You and the Bank agree that we shall attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services the bank has provided, will provide or has offered to provide to you, and/or any aspect of your relationship with the bank (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, 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 ("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; or, a copy of the Rules can be obtained at any bank branch upon request. 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 ACCOUNT AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This 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. This Arbitration Agreement shall not apply to claims that are initiated in or transferred to small claims court.

1. Effective Date. This Arbitration Agreement is effective when it is provided to you.

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 in a city in Indiana. Any claims and defenses that can be asserted in court can be asserted in the arbitration. The Arbitrator shall be entitled to award the same remedies that a court can award, including injunctive relief. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. The Arbitrator shall be required to follow the law in rendering an award. Except as provided in applicable statutes and except for errors of law, the arbitrator's award is not subject to review by the court and it cannot be appealed. The bank shall pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees. the Arbitrator shall be entitled to award the prevailing party attorneys' fees and costs of suit. Nothing contained in this Arbitration Agreement shall prevent either you or the bank from applying to any court of competent jurisdiction for emergency provisional relief, such as a temporary restraining order, a temporary protective order, an attachment or any other pre-judgment remedies. Any determination as to whether this Arbitration Agreement 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.

4. 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.

5. Severability. 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.

JURISDICTION AND VENUE. If a dispute or claim is not subject to arbitration for any reason, then the dispute or claim shall be decided in the courts of Delaware County, Indiana, without a jury. You and First Merchants Bank irrevocably waive all rights to trial by jury.

First Merchants Bank

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ELECTRONIC FUND TRANSFERS
YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day, 7 days a week at 800-473-5055 using your personal identification number (PIN), a touch tone phone, your accounts numbers and SSN, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- make payments from checking to loan accounts with us
- make payments from savings to loan accounts with us
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts

In Michigan, Your Option to Limit Cash Withdrawals - In addition to dollar amount limitations for withdrawals using your First Merchants Bank ATM card and First Merchants Bank Debit Mastercard and/or code that we may establish, you have the option to limit the amount of cash that can be withdrawn by your First Merchants Bank ATM card and First Merchants Bank Debit Mastercard and/or code to $50.00 per day or some other amount acceptable to us.

ATM Transfers - types of transfers, dollar limitations and charges - You may access your account(s) by ATM using your First Merchants ATM Card and your personal identification number or First Merchants Debit Card and your personal identification, to:

- make deposits to checking account(s)
- make deposits to savings account(s)
- get cash withdrawals from checking account(s)
  - you may withdraw no more than $2,000.00 per day per card for First Merchants Debit Card for both checking and savings accounts combined.
  - you may withdraw no more than $500.00 per a rolling 24-hour period per card for a First Merchants ATM Card for both checking and savings accounts combined.
  - there is a charge of $3.00 per withdrawal at ATMs we do not own or operate
- get cash withdrawals from savings account(s)
  - you may withdraw no more than $2,000.00 per day per card for First Merchants Debit Card for both checking and savings accounts combined.
  - you may withdraw no more than $500.00 per a rolling 24-hour period per card for a First Merchants ATM Card for both checking and savings accounts combined.
  - there is a charge of $3.00 per withdrawal at ATMs we do not own or operate
- transfer funds from savings to checking account(s)
  - there is a charge of $3.00 per transfer at ATMs we do not own or operate
- transfer funds from checking to savings account(s)
  - there is a charge of $3.00 per transfer at ATMs we do not own or operate
- make payments from checking or savings account(s) to loan accounts with us
- get information about:
  - the account balance of your checking or savings account(s)
  - there is a charge of $3.00 per inquiry at ATMs we do not own or operate

Some of these services may not be available at all terminals.

Types of First Merchants Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed $5,000.00 in transactions per day

Currency Conversion. If you initiate a transaction with your First Merchants Debit Card in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure is based on rates observed in the wholesale market or, where applicable, on government-mandated rates. The currency conversion rate Mastercard generally uses is the rate for the applicable currency that is in effect on the day the transaction occurred. However, in limited situations, particularly where Mastercard transaction processing is being delayed, Mastercard may instead use the rate for the applicable currency in effect on the day the transaction is processed.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Computer Transfers - types of transfers and dollar limitations - You may access your account(s) by computer through the internet by logging onto our website at www.firstmerchants.com and using your user identification and password, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- transfer funds from checking to an external account - amount and daily limits apply
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
  - First Merchants may limit the amount of funds that may be transferred.
- make payments from checking to third parties (Zelle)
  - Zelle transfer limits are established by First Merchants Bank and may vary by customer, account, transaction type, or other risk-based factors. For security and fraud-prevention purposes, we do not publish specific Zelle transfer limits. Your available Zelle limits may be changed at any time, including temporarily or permanently, in our discretion and as permitted by applicable law.
- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts
  - account balance of certificates and IRA

Mobile Banking Transfers - types of transfers and dollar limitations - You may access your account(s) through the browser on your cell or mobile phone at www.firstmerchants.com, by downloading our mobile banking app or by Text Banking and using your personal identification number (PIN) and user identification, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from line of credit to checking
- transfer funds from line of credit to savings
- make payments from checking to loan account(s) with us
- make payments from savings to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
  - First Merchants may limit the amount of funds that may be transferred.
- make payments from checking to third parties (Zelle)
  - Zelle transfer limits are established by First Merchants Bank and may vary by customer, account, transaction type, or other risk-based factors. For security and fraud-prevention purposes, we do not publish specific Zelle transfer limits. Your available Zelle limits may be changed at any time, including temporarily or permanently, in our discretion and as permitted by applicable law.
- make deposits to checking accounts

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- you may deposit no more than $10,000 per day and no more than $40,000 per month.

- get information about:
  - the account balance of checking or savings account(s)
  - deposits to checking or savings accounts
  - withdrawals from checking or savings accounts
  - account balance of certificates and IRA

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

In Michigan, Minimum account balance -

- We do not require you to maintain a minimum balance in any account as a condition of using an access device (card or code) to accomplish a transfer.

FEES

- We do not charge for direct deposits to any type of account.
- We charge an ATM or Debit Card replacement fee of $10.00 per card.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is $15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 800-205-3464 to find out whether or not the deposit has been made.
- **Periodic statements.**

  You will get a monthly account statement from us for your checking accounts.

  You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

  Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

  We will charge you $37.00 for each stop-payment order you give.
- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

(1) If, through no fault of ours, you do not have enough money in your account to make the transfer.

(2) If you have an overdraft line and the transfer would go over the credit limit.

(3) If the automated teller machine where you are making the transfer does not have enough cash.

(4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.

(5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.

(6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY

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

(1) where it is necessary for completing transfers; or

(2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or

(3) in order to comply with government agency or court orders; or

(4) as explained in the separate Privacy Policy.

REGULATORY AUTHORITY
(In Michigan)

If you believe that any provision of the Michigan Electronic Funds Transfer Act has been violated you should notify FDIC-Chicago Region, 300 South Riverside Plaza, Suite 1700, Chicago, IL 60606-3447 or Michigan Department of Insurance & Financial Services at 530 W. Allegan St., 7th Floor, Lansing, MI 48933.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than $50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as $500.

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• *Additional Limits on Liability for First Merchants Debit Card.* You will not be liable for any unauthorized transactions using your First Merchants Debit Card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. In the event these additional limits do not apply (e.g., if you failed to exercise reasonable care or failed to promptly notify us) the liability limits of Regulation E (described above) apply. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

FIRST MERCHANTS BANK

P.O. BOX 792

MUNCIE, IN 47308-0792

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 800-205-3464

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

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NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM/Debit card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/Debit card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM/Debit card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM/Debit card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

First Merchants Bank

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