

This ACH Addendum, including all Schedules attached hereto or incorporated herein, all as amended from time to time (together, this "Addendum"), establishes the terms and conditions upon which First Internet Bank of Indiana will allow you to initiate certain ACH transactions through the use of Online Banking. This Addendum is a part of your Online Banking Access Agreement with us (as it may be amended, the "Agreement").

All terms used in this Addendum that are defined in the Agreement are used with the meanings given to those terms in the Agreement. As used in this Addendum, "ACH" refers generally to a funds transfer system we use that provides for interbank clearing of electronic requests for transfer of funds to (credit) or withdrawal of funds from (debit) accounts of depositors at other financial institutions; "Entry" means such a request and data provided therefor; "ACH Operator" means a Federal Reserve Bank; and "ACH Services" means all ACH-related services provided to you pursuant to this Addendum. "Business day" means a day other than a Saturday, Sunday, or legal holiday or other day on which banks in Indianapolis, Indiana are not required to be open. All references to Schedules in this Addendum mean the relevant Schedule attached hereto, as such Schedule is amended, modified, or replaced from time to time in accordance with the terms of the Agreement.

Through Online Banking, we may allow you to initiate credit and debit Entries pursuant to the terms of this Addendum and the rules of the National Automated Clearing House Association ("NACHA") to accounts maintained at First IB or at other banks and financial institutions, for which we will act as an Originating Depository Financial Institution ("ODFI"). Until you or we terminate the ACH Services, ACH Services will be "Services" provided to you subject to and in accordance with the terms of the Agreement; *provided that*, if there is any conflict between the terms of this Addendum and the terms of the Agreement, then to the extent such terms apply to ACH Services, the terms of this Addendum shall control.

1. Compliance with NACHA Rules and Applicable Law

- You agree to comply with and be bound by the NACHA Operating Rules and Guidelines as in effect from time to time (the "NACHA Rules"). You agree that it is your responsibility to be familiar with and to understand your duties and responsibilities under the NACHA Rules. You may obtain a copy of the NACHA Rules at www.nacha.org. All undefined capitalized terms used in parts of this Addendum that are applicable to ACH Services shall have the meanings given them in the NACHA Rules. First IB shall have the right to audit your compliance with the provisions of this Agreement and the NACHA Rules.
- With respect to each and every Entry by you, you agree that you will perform your obligations under the Agreement and this Addendum in accordance with all applicable laws and regulations, including the sanctions laws administered by OFAC. (It is your responsibility to obtain information regarding the sanctions laws administered by OFAC. This information may be obtained directly from the OFAC Compliance Hotline at 800- 540-OFAC.)
- With respect to each and every Entry originated or deemed originated by you, you warrant that all requirements of the ACH system have been or will be met; including the generation of pre- notification Entries before the first ACH payment is sent, if required by the NACHA Rules. You warrant to First IB the accuracy of all warranties that, under the NACHA Rules, First IB is deemed to make with respect to Entries originated by you, your administrator, or any other authorized user of the Services. Without limiting the foregoing, you represent and warrant that (a) each ACH payment Entry is accurate, timely, and all required payments are included; (b) you have complied with the terms of the Uniform Commercial Code Article 4A if applicable, and otherwise performed your obligations under the Agreement and this Addendum in accordance with all applicable laws and regulations, and (c) each person shown as the Receiver on an Entry received by First IB from you has authorized the initiation of such Entry and the debiting or crediting of such person's account in the amount and on the Entry Effective Date (defined below) shown on such Entry, and such authorization is in full force and effect at all relevant times. You agree to indemnify First IB against any loss, cost, liability, or expense (including attorneys' fees and expenses and IRS penalties) resulting from or arising out of any breach of any of the foregoing representations, warranties, or agreements, including any fines assessed against First IB for any violation of NACHA Rules caused by you. You agree to indemnify us, each participating bank, NACHA, and the ACH Operator from all claims, demands, losses, costs, liabilities or expenses (including attorneys' fees and expenses) resulting from any failure on your part to exercise reasonable care in the creation of or presentment of

Entries, or to comply with any of the NACHA Rules.

- You agree to obtain all consents and authorizations of third parties required under the NACHA Rules permitting you to initiate Entries to such third parties' accounts at a Receiving Depository Financial Institution ("RDFI"), and you agree to retain the originals of such consents and authorizations for at least two (2) years after expiration, revocation, or termination thereof. You agree to provide a copy of each consent or authorization within a reasonable time upon request by us but in all events within sufficient time to allow us to deliver the authorization to a requesting RDFI within ten (10) business days of the RDFI's request.
- If a third-party service provider sends Entries to us on your behalf, you acknowledge that the third-party service provider is your agent and you agree that you shall require any third-party service provider to fully comply with all of the terms and conditions set forth in this Addendum as well as all applicable terms and conditions of the Agreement.

2. Security Procedures

- You agree to use only secure, encrypted channels that we make available to you in order to send us banking information or Entries. You agree not to send confidential information regarding banking accounts or Entries through unencrypted channels such as email.
- You authorize us to transmit all Entries (and all requests for cancellation or amendment of an Entry) received by us under a valid password in accordance with the terms of this Addendum, and to charge your designated deposit account, or any other account you maintain with First IB, for the amount of the transmitted payment. In connection with the ACH Services, you authorize us to act on any instructions that we reasonably believe to have been given by you, your administrator or other authorized user of the ACH Services. You shall be obligated to pay us the amount of such Entry, even though the Entry was not authorized by you, whether or not we acted in compliance with our security procedures.
- You agree that we shall have no liability to you for any damages, losses, or expenses you incur as a result of fraud by third parties, including any of your administrator, authorized users, agents, employees, or representatives, in connection with ACH Services. You or your administrator may set transaction limitations and establish internal controls for Entries. Your failure to set such limitations and implement such controls increases your exposure to, and responsibility for, unauthorized transactions.
- As provided in the Agreement, we may from time to time establish policies or procedures (including security policies and procedures) that are specific to the ACH Services. You agree to comply with all such policies and procedures.

3. Payment for Services.

- You will maintain in your account(s), as of the applicable effective date of an Entry (the "Entry Effective Date") and settlement date for each transaction, collected funds sufficient to cover all credit Entries initiated by you. You agree that we may, in our sole discretion, place a hold on funds in your account(s) in the amount of any credit Entry, pending settlement thereof, and that if we do, such funds will be otherwise unavailable for your use or for transfer to any other account. You also agree that we may, in our sole discretion, require you to prefund any credit Entry, and in that case we will debit your account(s) the amount of the Entry on the same day you transmit the Entry to us. You further authorize us, without prior notice or demand, to debit your account(s) at the opening of business on the applicable settlement date in the amount of each credit Entry. Settlement for Entries will be made to your account(s) on the posting date, either by crediting or debiting your account(s) for the total amount of readable Entries processed. You agree to immediately provide sufficient available funds to reimburse and indemnify First IB if any debit Entry is rejected after you have withdrawn the funds made available as a result of a debit Entry or if any adjustment relating to any debit Entry is received by us.
- You will pay First IB the fees and charges for ACH Services in accordance with the terms of the Agreement. Such charges do not include, and you also shall be responsible for payment of, any sales, use, excise, value added, utility or other similar taxes relating to ACH Services.
- You authorize us, without prior notice or demand, to debit or set off against your account(s) for any fees, charges, or other amounts payable by you under this Addendum and to credit the account(s) for any amount payable to you.

4. Transmission of Entries

- You will transmit all Entries (or Entry information) to First IB in the manner we may specify from time to time. You agree to transmit Entries to us in compliance with our policies and procedures and the NACHA Rules, including

format, content, and other specifications. Subject to the terms of this Addendum, we will (i) process Entries received from you that conform with the file specifications set forth in the NACHA Rules, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle for such Entries as provided in the NACHA Rules. All Entries must involve only financial institutions in the United States. You agree to retain data on file adequate to permit remaking of Entries for not fewer than thirty (30) business days following the date of their transmission to us, and to provide such data to us upon request.

- You agree that the dollar amount of all Entries initiate on your account(s) during any day, and the frequency thereof, will not exceed, in the aggregate, the dollar and frequency limits set forth on Schedule A (Customer Specification Sheet and Exposure Limits), disclosed to you as part of the Services or as otherwise separately agreed to with First IB. You agree that First IB may change such limits at any time by notice to you given in accordance with the provisions of the Agreement.
- We may reject any Entry that is not in compliance with the terms of the Agreement and this Addendum, or the NACHA Rules. We may reject any Entry which contains an Entry Effective Date more than fourteen (14) days after the business day such Entry is received by us. We have the right to reject an Entry received for credit to another account maintained with First IB (an "On-Us Entry") for any reason for which an Entry may be returned under the NACHA Rules. We have the right to reject, or to refuse to transmit to the ACH Operator, any Entry if you have failed to comply with your obligations to maintain a sufficient balance in your accounts, if you have closed any account, if you have terminated this Addendum and the ACH Services, or if you have terminated the Account Agreement. We will notify you by electronic mail or telephone (including voice mail) of any such rejection or refusal, no later than the business day such Entry would otherwise have been transmitted by First IB to the ACH Operator, or in the case of an On-Us Entry, its Entry Effective Date.
- Subject to the terms of this Addendum, we will initiate properly and fully completed Entries (subject to funds availability and the terms of the Agreement and this Addendum) by the related deadlines set forth in Schedule B (ACH Processing Schedule), provided (i) such Entries are received before the related deadline set forth in Schedule B on a business day, and (ii) the ACH Operator and First IB are open for business on the Entry Effective Date. If any of the requirements of clauses (i) or (ii) are not met, we will use reasonable efforts to transmit such Entries to the ACH Operator by the next business day after the business day on which the requirements in clauses (i) and (ii) are satisfied.
- You shall have no right to cancel or amend any Entry after we receive it. We will use reasonable efforts to act on your request to cancel or amend an Entry before transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to debiting or crediting a Receiver's account, provided that such request is made in accordance with our procedures for cancellation or amendment, but we shall have no liability if we fail to effect the cancellation or amendment. You shall reimburse us for all expenses, losses, or damages we may incur in effecting or attempting to effect the cancellation or amendment of an Entry.
- We will notify you by electronic mail or telephone (including voice mail) of the receipt of a returned Entry from the ACH Operator no later than one (1) business day after the business day of such receipt. We shall have no obligation to re-transmit a returned Entry if we complied with the terms of this Addendum with respect to the original Entry. You may not reinitiate Entries except as prescribed in the NACHA Rules.
- We will notify you by electronic mail or telephone (including voice mail) of all Notifications of Changes or Acknowledgement Entries received by us related to Entries transmitted by you, not later than two (2) business days after we receive them. For Notifications of Changes, you agree to make reasonable efforts to correct the information within six (6) business days of the date you receive the Notification of Changes from us, or prior to your next ACH transmission to us, whichever is later.
- If you discover an erroneous Entry, you must notify us immediately in accordance with our security procedures for Reversal Entries. We will use reasonable efforts, subject to and consistent with the NACHA Rules, to effect a reversal of an erroneous Entry. You agree to notify the Receiver by an appropriate method of communication that a reversing Entry has been transmitted to the Receiver's account no later than the settlement date of the Reversal Entry. You agree to indemnify us and hold us harmless from any and all claims, demands, liabilities, costs, or expenses incurred by us as a direct or indirect result of any action we take to correct or reverse an Entry that you identify as erroneous.
- You acknowledge and agree that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by First IB in the case of an On-Us Entry) on the basis of the account number, even if it identifies a person different from the named Receiver, and that your obligation to pay the amount of the Entry to us is not excused in such circumstances.

5. Liability; Limitations on Liability; Indemnity.

- First IB shall not be responsible for your acts or omissions (including without limitation the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from you) or those of any other person, including without limitation any Federal Reserve Bank, ACH Operator, or transmission or communications facility, any Receiver or RDFI (including without limitation the return of an Entry by such Receiver or RDFI), and no such person shall be deemed the agent of First IB. You agree to indemnify First IB against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that First IB is responsible for, any act or omission of you or any other person described in this paragraph.
- First IB shall be excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in us exceeding any limitation upon our intra-day net funds position established pursuant to Federal Reserve guidelines or otherwise violating any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

6. Financial Information and Audit.

- First IB may from time to time request information from Customer in order to evaluate a continuation of the ACH Services to be provided by First IB under this Addendum and/or adjustment of any limits on Customer's use of the ACH Services. Customer agrees to provide the requested financial information immediately upon request by First IB, in the form required by First IB. Customer authorizes First IB to investigate or reinvestigate at any time any information provided by Customer in connection with the Agreement, this Addendum or the ACH Services. Upon request by First IB, Customer hereby authorizes First IB to enter Customer's business premises for the purpose of ensuring that Customer is in compliance with this Addendum, and Customer specifically authorizes First IB to perform an audit of Customer's operational controls, risk management practices, staffing and the need for training and ongoing support, and information technology infrastructure. Customer hereby acknowledges and agrees that First IB shall have the right (but not the obligation) to mandate specific internal controls at Customer's location(s), and Customer shall comply with any such mandate. In addition, Customer hereby agrees to allow First IB to review available reports of independent audits performed at the Customer location related to information technology, the ACH Services and any associated or related operational processes. If Customer refuses to provide the requested financial information, if First IB concludes, in its sole discretion, that the risk of Customer is unacceptable, if Customer violates this Addendum, the NACHA Rules or any other applicable law, rule or regulation, First IB may terminate the ACH Services and this Addendum.

7. General Terms

- We may change, amend, supplement, or modify any of the terms and conditions contained in this Addendum or any Schedule, including without limitation, any cut-off time and any fee or charge, in accordance with provisions of the Agreement regarding changes in terms thereof. Your use of the ACH Services after such changes will constitute your acceptance of such changes.
- You may terminate the ACH Services at any time by giving us written notice. Such termination shall be effective on the second business day following the day we receive your written notice or such later date as specified in that notice. We reserve the right to terminate this Addendum or the ACH Services immediately upon providing notice of such termination to you in writing or by e-mail to your Company Administrator. Notwithstanding anything to the contrary herein, this Addendum shall terminate at the same time the Agreement is terminated. Termination shall not affect any of Customer's obligations arising under the Agreement or this Addendum in connection with ACH Services performed prior to or after such termination.
- Notices required or permitted hereunder shall be given in accordance with the terms of the Agreement. When this Addendum or our policies and procedures specify that a request or notice to us is to be given by telephone, then notice must be given to First IB in a phone call to the telephone number we specify in such policies and procedures.
- We may accept on your behalf payments to your account which have been transmitted through ACH and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York (notwithstanding anything in your Agreement to the contrary). Under the NACHA Rules, we are not required to give next day notice to you of receipt of an ACH item for deposit to your account and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement(s) we provide you.
- If you are a consumer, please see our [Electronic Funds Transfer Disclosure](#) for certain disclosures about electronic funds transfers, including without limitation, funds availability restrictions and dispute rights.
- You specifically acknowledge that you have knowledge of and are bound by the NACHA Rule making payment of

an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry, and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited or debited and you will not be deemed to have paid the Receiver the amount of the Entry.

- Each person who consents to this Addendum and/or submits any Schedule and/or utilizes the ACH Services on behalf of a Customer represents and warrants to First IB on behalf of each and every Customer for which he or she is the signatory that: (i) this Addendum and Customer's performance of its obligations hereunder has been duly authorized and approved by all necessary corporate action of the Customer; (ii) such person is the Customer or a duly authorized officer, agent or employee of such Customer and has been duly authorized to bind such Customer to the terms of this Addendum; (iii) that such Customer is individually obligated and bound by the terms of this Addendum; and (iv) that all representations and warranties contained in this Addendum are true and correct.

Schedule A

You are subject to pre-funding of ACH where funds are debited the same day the ACH file is submitted.

Your maximum daily limits are listed or provided to you in writing when you access our ACH services. If for some reason you cannot find those limits, the default maximum daily limit for consumer ACH transactions is \$10,000.00 and the default maximum daily limit for business ACH transactions is \$25,000. For additional information on how you may increase your limits, you must contact First IB.

First IB may review ACH limits periodically and may adjust exposure limits as it deems necessary in its sole discretion.

Existing Daily and Monthly Limits still apply as separately agreed to with First IB.

Schedule B

ACH Processing Schedule

Deadline for Customers using Narmi Online Banking Platform: 4:00 p.m. EST on Entry Effective Date*

Deadlines for Customers using NCR Online Banking Platform:

Same Day ACH: 3:30 p.m. EST on Entry Effective Date*

Non-Same Day ACH (Credit Entries): 5:00 p.m. EST two business days prior to the Entry Effective Date*

Non-Same Day ACH (Debit Entries): 5:00 p.m. EST one business day prior to the Entry Effective Date*

*All Entries must be received by First IB in proper NACHA format by the respective deadlines. Failure to adhere to this cutoff time may result in the file not arriving on the selected Entry Effective Date. The Entry Effective Date must be a Business Day (any day other than a Saturday, Sunday or legal holiday or other day on which banks in Indianapolis, IN are not required to be open) or the file will be processed on the first Business Day following the selected Entry Effective Date.

