TREASURY MANAGEMENT SERVICES
MASTER AGREEMENT

Dated _____________ for CUSTOMER _________________________________ EIN _____________

THIS TREASURY MANAGEMENT SERVICES MASTER AGREEMENT (this “Agreement”) governs the provision of certain treasury management Services to the customer identified on the Signature Page to this Agreement (“Customer” or “you”) by Horizon Bank. As used in this Agreement, “Horizon Bank”, “we” or “us” means Horizon Bank and any affiliates of Horizon Bank which provide such Services to Customer. The term “Agreement” includes the terms and conditions of this “ Agreement” and any of the Service Terms and Conditions for the Services now or hereafter provided by Horizon Bank to Customer together with the separate Treasury Management Services Setup Form (“Setup Form”), each as modified from time to time. This Agreement incorporates by reference the “All About Your Deposit Account” disclosure (“the Deposit Agreement”) as revised by Horizon Bank from time to time. Capitalized terms used but not defined in this Agreement shall have the meaning assigned in the Deposit Agreement.

1. **Scope of Services.** Treasury management Services (each, a “Service”) provided by Horizon Bank to its customers and covered by this Agreement include the following:

Services

This Agreement governs the provision of any of the foregoing Services together with such other treasury management Services as may be provided by Horizon Bank to Customer from time to time. Further terms relating to a Service may be contained in “Terms and Conditions” relating to such Service (“Service Terms and Conditions”) which are incorporated herein by reference and are made a part of this Agreement. Service Terms and Conditions will be deemed accepted by Customer upon provision by Horizon Bank of the particular Service to Customer. With respect to any Service being provided by Horizon Bank to Customer at the time this Agreement is entered into, unless otherwise agreed in writing with reference hereto, this Agreement and the relevant Service Terms and Conditions shall supersede any prior agreement relating to that Service. In the event of any conflict between the Agreement and any Service Terms and Conditions, the Service Terms and Conditions shall prevail with respect to the particular Service. Any requests by Customer to initiate, add, change, delete or supplement any of the Services Customer is using or desires to use shall be communicated in writing to Horizon Bank and must be accepted in writing by Horizon Bank before the same become effective.

2. **Representations and Warranties.** Customer and Horizon Bank each represent and warrant to the other, as of the date this Agreement is entered into and at the time any Service is used or performed, that: (a) it is validly existing and in good standing under the Laws of the jurisdiction of its organization; (b) it has all requisite power and authority to execute and deliver, and to

perform its obligations under, this Agreement and each Service used or performed by it; (c) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (d) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement or any Service used or performed by it has been obtained. Horizon Bank makes no representation or warranty, express or implied, and disclaims all warranties as to the merchantability, fitness for a particular purpose or suitability of any Services for Customer, or as to the compatibility of Horizon Bank's software, equipment or communication interfaces with those of Customer. Customer further represents and warrants to Horizon Bank, and agrees with Horizon Bank, that the Services are not intended to and shall not be used by Customer for personal, family or household purposes except when approved in writing by Horizon Bank, and all information provided by Customer to Horizon Bank is true, complete and accurate and properly reflects the business, financial condition and principal partners, owners or officers, of Customer. Customer is not engaged in, or affiliated with, any businesses, products or methods of selling other than those disclosed by Customer to Horizon Bank. Customer further represents and warrants to Horizon Bank that the entry into, and performance of, this Agreement by Customer will not violate any law, or conflict with any other agreement, to which Customer is subject and the Customer will only use the products and Service(s) for lawful purposes and in compliance with all applicable Operating Rules.

3. **Liability.** Horizon Bank will be responsible for any loss sustained by Customer only to the extent such loss is caused solely by Horizon Bank's willful misconduct, even in situations where under this Agreement Horizon Bank has a duty to exercise ordinary or reasonable care. In no event shall clerical errors or mistakes in judgment constitute willful misconduct, nor shall Horizon Bank have any liability for any indirect, incidental, consequential (including lost profits or business interruption), special or punitive damages, whether arising in contract or in tort, and whether or not the possibility of such damages was disclosed to or could have been reasonably foreseen by Horizon Bank. Further, in no event shall the liability of Horizon Bank exceed the amounts paid by Customer for the Service or Services provided forming the basis of Customer's damage claim. Under no circumstances shall Horizon Bank be responsible for any liability, loss or damage resulting from any delay in performance of or failure to perform in connection with any Service which is caused by interruption of telephone or communication facilities, delay in transportation, equipment breakdown or mechanical malfunction, electrical power, internet disruption or computer failure, accidents, fire, flood, explosion, theft, natural disaster or other catastrophe, acts or failure to act by Customer or any third party, strikes or lockouts, emergency conditions, riots, acts of terrorism, war, acts of government or other circumstances which are unavoidable or beyond Horizon Bank's control. Horizon Bank shall not be liable for failure to perform any of its obligations in connection with any Service if such performance would result in it being in breach of any law, regulation or requirement of any governmental authority. If Horizon Bank fails to credit any of Customer's accounts utilized in connection with any Service in accordance with the Service Terms and Conditions applicable thereto as of the date such credit was earned, upon discovery or notification of such error, Horizon Bank will properly credit such account, but Horizon Bank shall not incur any liability therefor, including any loss resulting from failure by Customer to invest the amount of funds not properly credited to the account. Horizon Bank shall not be responsible for suspension of performance of all or any of its obligations, responsibilities or covenants hereunder, whether expressed or implied, if at any time, or from time to time, compliance therewith is prevented or hindered by, or are in conflict with, any federal or state law, regulation or rule, the order of any court of competent jurisdiction, any act of God or of the public enemy, war, epidemic, strike, or work stoppages of the U.S. Postal Service and commercial carrier(s), or electric power disruption or shortage, telecommunications failure or computer failures; acts, omissions or errors of any carrier and/or agent operating between Customer and Horizon Bank or Horizon Bank and any Federal Reserve Bank or other agency utilized to exercise transfers or any recipients of transferred funds; any incorrect, unauthorized or fraudulent use or other fraud by any Person other than Horizon Bank's employees; or, without limiting the generality of the foregoing, any other cause or circumstance beyond Horizon Bank's control or other conditions or circumstances not wholly controlled by Horizon Bank, which would prohibit, retard or otherwise affect Horizon Bank's complete or partial performance under this Agreement.

4. **Release and Indemnification.** Customer on behalf of itself and its successors, assigns, heirs and legal representatives, hereby releases, acquits and forever discharges Horizon Bank, Horizon Bancorp, and their respective present and former affiliates, officers, directors, agents, attorneys, successors and assigns (the "Indemnitees"), of and from any and all actions, causes of action, claims, including without limitation warranty claims, demands, damages, liabilities, defenses (including, but not limited to, defenses based upon recoupment) and counterclaims of whatsoever kind and nature, known and unknown, which each of them now has, claims or asserts, or might or could hereafter have, claim or assert, against any Indemnitee, arising or alleged to arise from: (i) the business/banking relationships among any Indemnitee and Customer prior to the date of this Agreement, (ii) the Services provided by any Indemnitee to Customer prior to the date of this Agreement; and (iii) to the extent not covered above, any act or neglect of any Indemnitee prior to the date of this Agreement. Customer shall indemnify and hold harmless each Indemnitee from and against all liability, loss and damage of any kind (including attorneys' fees and other costs incurred in connection therewith) and including without limitation warranty claims, incurred by or asserted against such Indemnitee in any way relating to or arising out of any Service, by reason of any acts or omissions of Customer, Indemnitees or any third party or otherwise, except to the extent such liability, loss or damage is caused solely by the willful misconduct of such Indemnitee (provided that reliance, without further

investigation, on any oral, telephonic, electronic, written or other Payment Order, notice or instruction believed in good faith to have been given by Customer will in no event constitute gross negligence or willful misconduct on the part of such Indemnitee).

5. **Termination and Change**. Customer acknowledges and agrees that Horizon Bank may terminate, and/or change the terms of, features, products or services in whole or in part, associated with this Agreement at any time without notice or liability to Customer or any third party. Termination nor change of Services shall not affect your liability or obligations under this Agreement. Notwithstanding any termination, the terms of this Agreement shall apply to all transactions which have been initiated prior to termination.

6. **Payment.** Customer shall compensate Horizon Bank for the performance of each Service in accordance with the price schedule established by Horizon Bank, which may be changed by Horizon Bank from time to time. Customer will be provided with 30 days' notice of any such change in accordance with Horizon Bank's normal business practices. The price schedule for each Service will be deemed accepted by Customer upon provision of such Service to Customer. Customer shall pay any access, transfer, transmission and other charges established by Horizon Bank in providing each Service. Customer shall also pay any sales, use or similar tax applicable to any Service. If Horizon Bank is required to pay any such taxes, Customer shall reimburse Horizon Bank therefor upon demand. Customer shall also pay all attorneys' fees and other costs and expenses Horizon Bank may incur in collecting any fees or other sums Customer may owe to Horizon Bank in connection with any Services. Horizon Bank may collect any of the foregoing amounts and any other amounts due by Customer to Horizon Bank hereunder or in connection with the provision of any Services to Customer based upon the Terms and Conditions provided at Account opening, billing Customer, and/or setting off against any amounts Horizon Bank owes Customer, without any obligation to give prior notice thereof to Customer.

7. **Security Procedures and Communications.** Certain procedures, including the use of identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, tokens and other security devices, systems and software (the "Security Procedures"), designed to verify the origination (but not errors in transmission or content) of instructions, orders and other Communications sent by Horizon Bank and Customer may be used in connection with Services. Customer agrees that any such Security Procedures shall be deemed commercially reasonable. Horizon Bank does further recommend Customer's use of dual control. Horizon Bank shall not be obligated to act on a Communication not transmitted in accordance with the Security Procedures and may refuse to act on any Communication where Horizon Bank reasonably doubts its authorization, contents, origination or compliance with the Security Procedures. Horizon Bank shall have no duty to discover, and shall not be liable for, errors or omissions by Customer. If Horizon Bank complies with the Security Procedures in respect of a Communication, Horizon Bank shall be entitled to act on that Communication and shall not be obligated to verify the content of such Communication, establish the identity of the Person giving it, or await any confirmation thereof, and Horizon Bank shall not be liable for acting on, and Customer shall be bound by, any Communication sent in the name of Customer, whether or not authorized. If Customer selects certain Security Procedures to use in connection with a Service and those Security Procedures provide less protection against unauthorized transactions or activity than other Security Procedures offered by Horizon Bank in connection with such Service, the Security Procedures selected by Customer shall be deemed commercially reasonable to the same extent as the Security Procedures offered by Horizon Bank that provide greater protection. Horizon Bank reserves the right to issue new Security Procedures and/or to cancel or change any Security Procedures from time to time. Whenever the Security Procedures include the assigning to Customer of any confidential password, logon identification, identification code, personal or location identification number, repetitive code, token or similar security device, Customer shall not disclose such security device except to employees or agents authorized to act for Customer in connection with Services. Customer shall implement such safeguards as are reasonably necessary to ensure the confidentiality and integrity of such security devices, and shall immediately notify Horizon Bank if the confidentiality or integrity of any such security device is breached or threatened. Customer shall be solely responsible for the safekeeping of such security devices and assumes all risk of accidental disclosure or inadvertent use of such security devices by any party whatsoever, whether such disclosure or use is on account of Customer's negligence or deliberate acts or otherwise. Horizon Bank shall not be liable for any loss or damage resulting from fraudulent, unauthorized or otherwise improper use of any security devices. Customer agrees to cause a third party review of its Information technology, internet, processing security and all related controls to be conducted annually and Customer shall maintain sufficient disaster recovery capabilities.

8. **Confidentiality.** All user guides, manuals, data, electronic data, or media or records, software, processes and other Information provided to Customer in connection with any Service and all fee and pricing Information with respect to the Services (the "Information") is the proprietary and confidential property of Horizon Bank and/or its relevant licensors or suppliers. Any expense incurred by Horizon in making such Information available to Customer shall be paid for by Customer at prevailing Horizon Bank rates. Customer agrees to use the Information only in the manner specified by Horizon Bank and in the ordinary course of Customer's business, to return it to Horizon Bank upon termination of the relevant Service, and to keep the Information confidential and limit access thereto only to its agents and employees who require access in the normal course of their duties, except to the extent the Information is already in the public domain or Customer is required to disclose the Information by law.

9. **Intermediaries.** Horizon Bank may act on any Communication and provide any Service using any payment system or intermediary organization it reasonably selects. Horizon Bank's performance of Services is subject to the rules and regulations of any such system or organization. Horizon Bank may engage third parties to provide Services. Horizon Bank shall have no obligation to disclose arrangements with third parties to Customer or obtain Customer's consent thereto. Customer authorizes the transfer of information relating to Customer to agents of Horizon Bank or Customer for use in connection with Services or as required by law.

10. **Authorized Representatives.** Customer agrees to furnish Horizon Bank with documentation in form required by Horizon Bank identifying and appointing Customer's officers, employees, agents and other representatives, who are authorized on behalf of Customer to execute this Agreement, and other related agreements [including Signature Cards], engage with Horizon Bank, use and manage the Services and designate persons with authority including Authorized Users and the Online Banking Administrator ("OBA"). The Contact Person on the Horizon Bank Business Online Banking Enrollment Form or Setup Form, will be the designated OBA at initial enrollment. All such persons so authorized are referred to as "Authorized Representatives". The Authorized Representatives shall have such authority as is delegated to them in such documents, and may have such other authority as is mutually agreed upon by Horizon Bank and Customer. Changes in the Authorized Representatives and their authority must be communicated to Horizon Bank promptly in the manner and pursuant to documentation required by Horizon Bank.

11. **Online Banking Administrator**. The OBA has broad authority to act for Customer including to: (a) manage the use of the Online Banking Services; (b) designate and manage Authorized Users, establish their entitlements, and terminate or restrict their status and entitlements; (c) issue instructions and Payment Orders/transfer requests in connection with the Services (d) agree to and manage Security Procedures for Customer in connection with the Online Banking Service; (e) serve as a designated authorized ACH contact, authorized to request file/transaction changes, deletions or reversals and whose information may be given to an RDFI upon request; and, (f) establish additional OBA(s). Horizon Bank is authorized to accept and rely upon the authority of the OBA(s), unless and until written notice of the removal of an OBA has been delivered to and received by Horizon Bank, and Horizon Bank has a reasonable opportunity to comply with the notice. Horizon Bank shall have no responsibility, liability, or obligation whatsoever to monitor transactions through Horizon Bank Online Banking to determine that transactions are made on Customer's behalf. **Customer agrees to notify Horizon Bank's Treasury Management Department in writing of any revisions to the authorizations contained in the Setup Form or changes to the Customer's OBA(s).**

12. **Authorized Users**. "Authorized Users" are individuals or entities appointed by an Authorized Representative or by the OBA as having the right and authority to use one or more Services including to send Payment Orders and instructions to make payments to Horizon Bank. Authorized Users shall have such authority as is established for them until changed by Customer through an Authorized Representative or OBA.
    Individuals designated as Authorized Users for each account number, as well as the maximum dollar amount for which each Authorized User may request a Payment Order or Drawdown, are designated by the OBA for each Authorized User. It is the OBA's responsibility to maintain any additions, deletions, and changes for each user in their company. Failure to notify Horizon Bank telephonically at 833.729.0887 immediately of any changes or deletions will release Horizon Bank from liability for Payment Orders initiated and submitted by previously authorized users or using previously authorized security Information. For purposes of this Agreement, notification by telephone is not considered to be satisfied by leaving such notification on voice mail, answering machine or any similar telephonic device. Horizon Bank will notify the Customer on the day that any such telephonic notification is received. Any notification is not considered to be effective until the Customer has been notified by Horizon Bank in writing of Horizon Bank's receipt of such notification.

13. **Third-Party Service Providers.** Customer may be using special equipment, services or software provided by a third party to assist it in processing Checks or Files hereunder ("Service Provider"). For each Service Provider, Customer (a) agrees that Service Provider is acting as Customer's agent in the delivery of Checks or Files to Bank, and (b) agrees to assume full responsibility and liability for any failure of Service Provider to comply with the Laws of the United States, the Operating Rules and this Agreement. Bank shall not be liable for any losses, fees, costs or expenses incurred by Customer as a result of any error by Service Provider or a malfunction of equipment provided by Service Provider. Customer is solely responsible for maintaining compliance with the requirements of Service Provider, including obtaining any software updates, and to ensure Service Provider complies with this Agreement. Horizon Bank's sole responsibility shall be to act upon any transactions and/or decisions received from a Service Provider on behalf of the Customer. Horizon Bank shall not have any responsibility for any Check or File handled by Service Provider until that point in time when Horizon Bank accepts and approves a Check or File from such Service Provider for processing. To the extent Customer and the Service Provider have entered into a separate agreement ("Third-Party Service Provider Agreement") that conflicts with the terms of this Agreement, Customer agrees that this Agreement shall control. All of Customer's obligations and responsibilities under this Agreement apply to the Service Provider, and Customer represents and warrants that any separate Service Provider Agreement with the Service Provider shall so provide. At Bank's request, Customer shall provide to Horizon Bank a true and exact copy of any Third-Party Service Provider Agreement. Customer shall designate the Service Provider as a User before the Service Provider sends Checks or Files to Bank. Notwithstanding the foregoing, Customer hereby authorizes

Bank to accept any transaction and/or decisions submitted by the Service Provider even if the Service Provider has not been designated as a User or if the Third-Party Service Provider has not executed a Service Provider Agreement. Customer hereby indemnifies and holds Horizon Bank harmless for any losses, damages, fines, assessments, costs, fees (including attorneys' fees), and expenses incurred or suffered by Horizon Bank or any other Person arising from or in any way related to Customer's use of Service Provider or any alleged or actual violation of the Operating Rules.

14. **Equipment, Software and Internet.** Customer hereby agrees that it will perform, or cause to be performed, all vendor recommended maintenance, repairs, upgrades and replacements, and such performance shall be rendered by properly trained personnel. Horizon Bank is not responsible for, and Customer hereby releases Horizon Bank from any and all claims or damages resulting from, or related to, any computer virus or related problems that may be associated with using electronic mail or the Internet. Horizon Bank is not responsible for, and Customer hereby releases Horizon Bank from any and all claims or damages resulting from, or related to, defects in or malfunctions of Customer's device hardware or software, or failures of or interruptions in any electrical, telephone or Internet services. Horizon Bank hereby advises Customer, and Customer hereby agrees, to scan its computer hardware and software on a regular basis using a reliable computer virus detection product in order to detect and remove computer viruses. If Horizon Bank supplies equipment or software, Horizon Bank shall remain the owner of such equipment or software, and Customer shall insure it, use it solely in the manner specified by Horizon Bank and in connection with the relevant Service, not remove or modify any name or identifying mark on it, and return it to Horizon Bank upon termination of the Service.

15. **Audit Agreement**. Bank shall have the right to visit premises and review processes, security, etc. to ensure compliance with this Agreement and the Operating Rules. You may also be required to complete a self-assessment questionnaire in addition to, or in lieu of, a site visit.

16. **Advertising.** Neither Customer nor Horizon Bank shall display any name, trademark or service mark of the other without the prior written consent of the other. Customer shall not advertise or promote any Service without Horizon Bank's prior written consent.

17. **Recordings and Records.** Either Customer or Horizon Bank may produce telephonic or electronic recordings or computer records, including e-mail and telefacsimile transmissions, as evidence in any proceedings brought in connection with any Service. Customer agrees to Horizon Bank's telephonic or electronic recording of conversations with Customer for security and quality of service purposes.

18. **Notices.** Any notice or other Communication may be sent by Horizon Bank to Customer at Customer's postal, email, telefacsimile, via online banking messages, statements or notices or other address provided by Customer to Horizon Bank, and Horizon Bank may assume that any notice or Communication sent to Customer at any such address has been received by Customer, until Customer notifies Horizon Bank in writing of another address.

19. **Accounts.** All Services involving Customer's Accounts at Horizon Bank are subject to Horizon Bank's terms and conditions of deposit accounts and availability schedules in effect from time to time, provided that in the event of any conflict between this Agreement and Horizon Bank's terms and conditions of deposit accounts, this Agreement shall prevail.

20. **Extensions of Credit.** Customer may be required to have specified amounts of Collected Funds in its Accounts at Horizon Bank in connection with particular Services. Horizon Bank is not obligated to extend credit to Customer unless it has specifically agreed to do so in a separate writing. If Horizon Bank extends credit to Customer by permitting overdrafts or use of uncollected funds in Customer's Accounts or otherwise, the amount thereof shall be immediately due and payable, together with interest thereon at a per annum rate determined by Horizon Bank from time to time, but not to exceed the maximum rate permitted by law. If Horizon Bank should perform on behalf of Customer any Services that create an overdraft or use of uncollected funds, such action shall not establish a course of dealing between the parties that shall require Horizon Bank to perform any additional Services on behalf of Customer that would create an overdraft or use of uncollected funds. In the event of an overdraft or extension of credit, Horizon Bank reserves the right to require prefunding of ACH originated transactions, modify limits, or cancel services. Horizon Bank may without notice refuse to honor any order for payment, transfer or withdrawal of funds if such order would create an overdraft or use of uncollected funds, notwithstanding that Horizon Bank may have previously allowed overdrafts or use of uncollected funds. In addition to any other liability, indebtedness, or obligation stated herein, Customer shall also be responsible for the payment of any and all liabilities, indebtedness or obligations to Horizon Bank, including but not limited to those that arises from any loss or obligation incurred by Horizon Bank in connection with or resulting from any foreign currency exchange transactions ("FET"), interest rate protection agreements ("SWAP"), standby or international letters of credit ("ILOC"), remote deposit services transactions ("RDC"), or automated clearing house transactions ("ACH") involving the Customer and/or any affiliate of Customer now or hereafter using any one or more of the Services covered by this Agreement. The words "indebtedness", "liability" and "obligations" (whether singular or plural and whether or not capitalized) as used in this Agreement, in addition to the definition given to such terms in this Agreement or, if not otherwise defined, or if not otherwise included in such definition, includes

indebtedness, liabilities and obligations under or related to any such FET, SWAP, ILOC, RDC or ACH transaction or agreement. The right of setoff, if any, in this Agreement shall apply to indebtedness, liabilities or obligations under or related to such FET, SWAP, ILOC, RDC or ACH transaction or agreement. Any security interest granted by Customer to secure obligations to Horizon Bank shall also secure obligations with respect to such FET, SWAP, ILOC, RDC or ACH transaction or agreement.

21. **Internet Disclaimer**. Horizon Bank does not, and cannot, control the flow of any documents, files, data or other Information via the Internet, whether to or from Horizon Bank's network, other portions of the Internet or otherwise. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. Actions or inactions of such third parties can impair or disrupt Customer's connections to the Internet (or portions thereof). Horizon Bank cannot guarantee that such events will not occur. Accordingly, Horizon Bank disclaims any and all liability arising out of, resulting from or related to, such events, and in no event shall Horizon Bank be liable for any damages of any kind (whether in contract, in tort or otherwise) that are attributable or in any way related to the Internet infrastructure or Customer's or Horizon Bank's ability or inability to connect to the Internet.

22. **Discrepancies.** Customer shall promptly notify Horizon Bank in writing of any error in connection with any Service and any discrepancies between any records maintained by Customer and any notice Customer receives from Horizon Bank with respect to any Service, and shall provide Horizon Bank with any information it may reasonably request in connection therewith. Customer agrees that 14 days is a reasonable time for Customer to notify Horizon Bank of errors or discrepancies, unless any other agreements, Service Terms and Conditions, or Laws, rules or regulations provide for a shorter period.

23. **Compliance.** Customer agrees to comply with all existing and future operating procedures used by Horizon Bank for processing of transactions. Customer further agrees to comply with, and be bound by, all applicable state or federal laws, rules, regulations, orders, guidelines, operating circulars and pronouncements, affecting checks, drafts, Wire remittance transfers both international and domestic, remote deposited transactions and ACH transactions, including, but not limited to, all rules and procedural guidelines established by the Federal Trade Commission (“FTC"), the Board of Governors of the Federal Reserve, National Check Exchange (“NCE"), Small Value Payments Customer ("SVPCo"), Viewpointe, Endpoint Exchange, the National Automated Clearing House Association (“NACHA"), Electronic Check Clearing House Organization ("ECCHO") and any other clearinghouse or other organization in which Horizon Bank is a Customer or to which rules Horizon Bank has agreed to be bound. These rules are incorporated herein by reference. These procedures, rules, and regulations are collectively referred to as the "Rules". In the event of conflict between the terms of this Agreement and the Rules, the Rules will control. Customer shall be responsible for and shall fully indemnify Horizon Bank for any and all fines and assessments imposed on Horizon Bank as a result of any infraction or violation of such Rules caused by or attributable to Customer. International transactions are also subject to Laws and regulations of foreign countries.

24. **Disclosure.** Customer acknowledges that Horizon Bank may have certain legal record keeping and reporting requirements with respect to Services and consents to Horizon Bank’s disclosure to governmental authorities of information concerning Customer and Services provided to Customer which Horizon Bank believes to be appropriate or necessary to fulfill such legal requirements.

25. **Fiduciary Status.** Nothing contained herein or in any Service Terms and Conditions shall be deemed to create fiduciary status on the part of Horizon Bank in connection with the provision of any Services. The foregoing notwithstanding, to the extent, if any, that Horizon Bank is deemed to be a fiduciary of Customer in providing any Services, neither this Agreement nor any Service Terms and Conditions is intended to, nor shall, relieve Horizon Bank of any fiduciary responsibility otherwise imposed on it by law.

26. **Headings.** Section headings in this Agreement and the Service Terms and Conditions are for convenience of reference only and do not constitute a part hereof or thereof.

27. **Binding Effect.** This Agreement and the Service Terms and Conditions shall bind and benefit the parties and their successors and assigns. None of the terms of this Agreement may be waived except as Horizon Bank may consent in writing, and no agreement with or representation made by any employee of Horizon Bank that is in conflict with this Agreement will be binding on Horizon Bank unless contained in a written modification of this Agreement signed by an authorized officer of Horizon Bank. Horizon Bank may from time to time amend any of the terms of this Agreement, or any other documents or agreements referred to therein. Customer will be provided with notice of any such amendment in accordance with Horizon Bank’s normal business practices. By continuing to use any Service after notice of such amendment, Customer shall be deemed to have agreed to such amendment and shall be bound by this Agreement as so amended. No delay on the part of Horizon Bank in exercising any right or power under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power under this Agreement preclude further exercise thereof or the exercise of any other right or power. The rights and remedies under this Agreement are cumulative and not exclusive of any rights or remedies which Horizon Bank would otherwise have.

28. **Governing Law; Severability.** Except to the extent superseded by Federal law, the provision of Services shall be governed by the substantive (as opposed to conflicts) Laws of Indiana. Customer agrees that the courts of such state shall have jurisdiction to hear any dispute arising out of any Service and submits to the jurisdiction of such courts. Any provision of this Agreement which is unenforceable shall be ineffective to the extent of such provision, without invalidating the remaining provisions of this Agreement. If performance of any Services would result in violation of any law, regulation or governmental policy, this Agreement shall be deemed amended to the extent necessary to comply therewith.

29. **Assignment.** This Agreement may not be assigned by Customer without Horizon Bank's prior written consent. Horizon Bank may assign this Agreement without Customer's consent.

30. **Financial Accommodation.** Customer and Horizon Bank agree that this Agreement and the Services constitute an agreement to provide a "financial accommodation" as defined in 11 U.S.C. §365.

31. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

32. **Waiver of Jury Trial; Jurisdiction and Venue.** CUSTOMER AND HORIZON BANK WAIVE ALL RIGHTS TO TRIAL BY JURY IN ANY LITIGATION OR OTHER PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY SERVICES USED BY CUSTOMER. CUSTOMER AND HORIZON BANK HEREBY SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE COURTS IN LA PORTE COUNTY, INDIANA AND THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF INDIANA, SOUTH BEND DIVISION WITH RESPECT TO ALL SUCH LITIGATION OR PROCEEDINGS.

33. **Electronic Copy/Signatures**. Horizon Bank and Customer agree that a facsimile or other electronic copy of this Agreement may be delivered to any party containing an electronic copy of the signature of any party, or its representatives, in lieu of an original signature, and that such electronic signature and copy shall bind the party so signing to this Agreement as though this agreement was delivered containing the party's, or its representative's, original signature. Customer agrees to provide a copy containing an original (as opposed to electronic) signature if requested to do so by Horizon.

34. **Documentation.** Any and all user guides, instructions pertaining thereto, software, and other documentation provided to, or used by, Customer in connection with the Treasury Management Services (collectively the "Documentation") shall be, and remain, the property of Horizon Bank or any third party Software provider, as applicable. Unless otherwise expressly authorized, Customer may not (a) modify, change, alter, translate, create derivative works from, reverse engineer, disassemble or decompile the Documentation; (b) copy or reproduce all of any part of the Documentation; and (c} interfere, or attempt to interfere, with the Documentation.

HORIZON BANK ONLINE BANKING SERVICES

The following sets forth the terms and conditions for Online Banking and all related Services provided by Horizon Bank to the Customer through the online banking service. "You" and "Your" refer to Customer.

1. **ACCESS.** To use Horizon Bank Online Banking, you must have at least one Account at Horizon Bank, access to Internet service, and a valid e-mail address. You are responsible for obtaining, installing, maintaining and operating all computer hardware, software and Internet access services necessary for performing Online Banking Services. You will be responsible for paying any telephone company or utility charges and/or Internet access service fees incurred while using telephone lines and/or Internet access services to connect with Online Banking Services provided by Horizon Bank.

   Horizon Bank Online Banking Services can be used to access only the Horizon Bank Accounts which you have designated for access on your Enrollment/Setup Form or subsequent requests with Horizon Bank You can add or delete any of your Horizon Bank Accounts from Online Banking Services by contacting the Bank. Access to your Accounts through Horizon's Online Banking Services will be granted to the OBA(s). Horizon Bank shall have no responsibility or obligation whatsoever to monitor transactions through Online Banking Services to determine that they are made on behalf of the account holder.

2. **HOURS OF ACCESS**. You can use Horizon Online Banking Services seven days a week, twenty-four hours a day, although some or all Services may not be available occasionally due to problems arising in connection with transmissions over the internet, emergency or scheduled system maintenance. We agree to post notice of any extended periods of non-availability on the Horizon Bank website.

3. **Online Security**

   a. **YOUR PASSWORD.** For security purposes, you are required to create your password upon your initial login to Online Banking. You determine what password you will use. The identity of your password is not communicated to us. When creating a password, you should use letters and numbers and the password should be at least 8 characters in length. You agree that we are authorized to act on any and all instructions received from you while successfully logged in to Horizon Bank Online Banking Services. You accept responsibility for the confidentiality and security of your password and other Information related to your Account and agree to change your password regularly. Upon three unsuccessful attempts to use your password, your access to Online Banking will be revoked and you must then request a Secure Access Code that will allow you to reset your password. For questions, you may call customer support toll-free 1-888-873-2640 during normal business hours. Once you have logged in for the first time we recommend that you create a password consisting of 8-25 characters which must utilize both alpha and numeric characters, for purposes of security. Your password should not be associated with any commonly known personal identification, such as social security numbers, address, date of birth, names of children, and should be memorized rather than written down.

   b. **SECURITY.** You understand the importance of your role in preventing misuse of your Accounts through Horizon Online Banking Services. You agree that it is your sole responsibility to protect the confidentiality of your Account, account number, and your personal identification information, such as your driver's license number and social security number. You understand that personal identification information, together with other Information related to your Account, may allow access to your Account. Your password and login ID are intended to provide security against unauthorized Entry and access to your Accounts. Data transferred via Horizon Online Banking Services is encrypted in an effort to provide transmission security, and Horizon Online Banking Services utilizes identification technology to verify that the sender and receiver of Online Banking transmissions can be appropriately identified by each other. Notwithstanding our efforts to ensure that the Online Banking Services system is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing Horizon Online Banking Services, or e-mail transmitted to and from us, will not be monitored or read by others. You acknowledge that the Internet lacks inherent security for commercial transactions. Horizon Bank cannot and does not guarantee that downloads from this site will not contain a virus or other destructive device. Additionally, you provide, request and receive Information via the Internet with the knowledge that such Information can be intercepted and/or viewed by unknown third parties. Customer assumes sole responsibility for any and all losses of confidential Information from use of Services pursuant to this Agreement.

   c. The Customer and Horizon Bank each acknowledges that it has chosen to use the Security Procedures set forth in Horizon's Online Banking Agreement and also as set forth below and that the Security Procedures are commercially reasonable in the Customer's circumstances. To the extent permitted by law, the Customer agrees to be bound by any transaction request issued in its name and accepted by Horizon Bank in compliance with the Security Procedures.

4. **POSTING OF TRANSFERS.** Horizon will make reasonable effort to see that internal transfers initiated through Horizon Online Banking before 9:00 p.m. (Central Daylight Time) on a business day are posted to your Account the same day Horizon Bank reserves the right to maintain special cut-offs for emergencies or holidays and will post such cut-off notifications within online banking. Transfers completed after 9:00 p.m. (Central Daylight Time) on a business day, Saturday, Sunday or banking holiday, will be posted on the next business day. Horizon Online Banking Services identifies transfers based upon the login ID of the user who made the electronic transfer.

5. **LIMITS ON AMOUNTS AND FREQUENCY OF HORIZON ONLINE BANKING TRANSACTIONS**. The number of transfers from Horizon Bank Accounts and the amounts which may be transferred are limited pursuant to the terms of the applicable deposit agreement and disclosure for those Accounts. If a hold has been placed on deposits made to an Account from which you wish to transfer funds, you cannot transfer the portion of the funds held until the hold expires.

6. **DISCLOSURE OF ACCOUNT INFORMATION AND TRANSFERS TO THIRD PARTIES.** We will not disclose information to third parties about your Account or the transfers you make unless it is necessary in completing transfers, or in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant, or in order to

comply with government agencies or court orders, or if you give us permission. Also, refer to our Privacy Statement for further classification.

7. **PERIODIC STATEMENTS.** You will not receive a separate Online Banking statement. Transfers to and from your Accounts using Horizon Online Banking will appear on the respective periodic statements for your Horizon Bank Accounts

8. **COMMUNICATIONS BETWEEN HORIZON BANK AND YOU.** You can communicate with us in any one of the following ways:

    a. E-mail –You can contact us by e-mail at tmclientservices@horizonbank.com. (Please note that banking transactions through Horizon Online Banking are not made via e-mail.)
    b. Telephone - You can contact us by telephone at 1-833.729.0887.
    c. Fax - You can contact us by Fax at 219.873.2626.
    d. Online Banking Messages
    e. Postal Mail - You can write to us at:
        Horizon Bank
        Attn: Horizon Treasury Management Operations
        P O Box 800
        Michigan City, IN 46361-0800
    f. In Person - You may visit us in person at any one of our locations.

    Horizon Bank shall not be liable for any loss or damage on account of Customer's internet service, browser, or email provider blocking (whether on account of "firewall", system failure, or otherwise) or preventing Horizon Bank's emails from reaching Customer.

9. **CONSENT TO ELECTRONIC DELIVERY OF NOTICES, DISCLOSURES AND OTHER INFORMATION.** You agree that any disclosure, notice or other type of Information communicated to you pursuant to the terms of this Agreement and any future disclosures, notices of Information required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the Horizon Bank website or by e-mail. You agree to notify us immediately of any change in your e-mail address. You have the right or option to have any disclosure, notice or other Information provided to you on paper or in other non-electronic form upon request. No fee will be charged for such copy. You have the right to withdraw your consent to electronic delivery, upon notice to us. Notice must be received at least 30 days prior to terminate electronic delivery for disclosures or other notices.

AUTOMATED CLEARING HOUSE ("ACH")

The following sets forth the terms and conditions under which Customer will use Automated Clearing House ("ACH") Services to initiate Entries electronically ("Entry" or "Entries") through Horizon Bank, your Originating Depository Financial Institution (ODFI), for the deposit ("Credit") and/or payment ("Debit") of money to and from the accounts of customers ("Receivers") of Customer maintained at Horizon Bank and at other Receiving Depository Financial Institutions (RDFI), by means of the ACH. ACH Services are subject to the following terms and conditions:

ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO ACH SERVICES:

1. **OPERATING RULES.** The Customer will comply with the Operating Rules of the National Automated Clearing House ("NACHA"), in existence as of the date of this Agreement and as amended from time to time (herein collectively referred to as the "Operating Rules"). The duties of the Customer set forth in the following paragraphs of this Agreement in no way limit the requirement of complying with the Operating Rules. A copy of the NACHA Operating Rules is available to Customer, for purchase, upon request from Horizon Bank. Capitalized Terms used but not defined in these terms and conditions have the meaning provided in the Operating Rules. The following highlights certain responsibilities of the Customer required by the Operating Rules:
    a. **DEFINITION.** ACH Services refers to the processing by Horizon Bank of Payment Orders transmitted through Horizon Bank's online banking services, or through the Online Payment Portal Services, which includes the processing of instructions of a type designed to be executed via the Automated Clearing House system.

b. **VERIFICATION OF ACH REQUESTS**. Horizon Bank reserves the right to verify all online banking Payment Orders by calling an Authorized Representative other than the Authorized User initiating the payment request.

c. **PRENOTIFICATION.** Prior to the first live Entry, a prenotification is recommended to be sent at least **three** banking days prior to the live transaction date. If the Customer receives Information indicating the prenotification cannot be accepted, the Customer cannot send the live transaction.

d. **NOTIFICATION OF CHANGE (NOC), Horizon Bank requires that all ACH Originators, who store their Recipient's account information in any form, update the Recipient account information per the NOC request. This applies to all transactions or NOC requests, regardless if the transaction is a Single or Recurring transaction.**

e. **NOTIFICATION OF CHANGE & RETURN NOTICES (ADVICES)**. Customer shall provide to Bank a list of Receivers for Notification of Change (NOC) & return notices (advices).

2. **USE.**

Customer is authorized to send, and Horizon Bank is hereby authorized to accept from time to time Entries in US Dollars and related files and information from Customer through the Authorized User(s) designated for this Service. Entries and files will be originated only in accordance with established Security Procedures and by any Authorized User subject to the approved maximum exposure limits. Customer is authorized to use this Service solely for Customer's own direct benefit and not directly or indirectly for the benefit of any third party. Customer is not permitted to act as a **Third Party Sender** (as defined in the Operating Rules) unless, (a) Horizon Bank has given advance written approval of the use of this Service as a Third Party Sender and obtained all information Horizon Bank requests and (b) the Third Party Sender and Customer have executed a Third Party Sender Agreement required by Horizon Bank.

3. **THIRD-PARTY SERVICE PROVIDER**. Customer is not permitted to use a **Third Party Service Provider** (as defined in the Operating Rules) in connection with this Service, unless (a) Horizon Bank has given advance written approval of the use of the Third Party Service Provider and obtained all information Horizon Bank requests and (b) the Third Party Service Provider and Customer have executed a Third Party Service Provider Agreement in form required by Horizon Bank.

4. **TRANSMISSION OF ENTRIES.**

a. Customer agrees to and is strictly responsible to establish and maintain procedures and safeguards to prevent unauthorized transmissions or delivery of Entries. Customer warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and any passwords, codes, security devices and related instructions. The Customer acknowledges that the purpose of the Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of an Entry. No Security Procedure for the detection of any such error has been agreed upon between Horizon Bank and Customer.

b. If Customer believes or suspects that any Security Procedure or such Information or instructions have been known or accessed by an unauthorized person, Customer agrees to notify Horizon Bank immediately to be followed by written confirmation. The occurrence of unauthorized access will not affect any transfers made in good faith by Horizon Bank prior to receipt of such notification and within a reasonable time period after such notification to prevent unauthorized transfers.

c. Horizon Bank's may impose certain exposure limits including but not limited to (1) the value of ACH files, (2) the value or number of individual ACH Entries, (3) the frequency of origination of ACH files and (4) the consideration of exposure over multiple settlement dates. Horizon Bank will notify the Originator of exceptions and periodically review such established exposure limit along with Customer's overall credit evaluation. If a file exceeds approved exposure limit Customer shall notify Horizon Bank at least two (2) days prior to processing. A decision will be made by a Horizon Bank officer as to whether the items are delivered to the ACH operator or held. If notification is not received, the file may not by processed. Customer understands that Horizon Bank is not required to process any Entries if any exposure limitation or other limitation including limitations imposed on Horizon Bank would be exceeded by the processing of an Entry.

d. Horizon Bank may reject any Entry, which does not comply with requirements of this Agreement or for any reason for which an Entry may be rejected or returned under the Operating Rules. Horizon Bank shall notify the Customer by telephone or electronic transmission, including e-mail, of such rejection no later than the business day after such Entry would otherwise have been transmitted by Horizon Bank to the RDFI. Notices of rejection shall be effective when given. Horizon Bank shall have no liability to the Customer by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided herein.

e. The Customer is solely responsible for the accurate creation, modification, and deletion of the account information maintained on the Customer's records and used for creation of Entries and files. The Customer agrees to comply with procedures provided by the National Automated Clearing House ("NACHA") regarding the creation, maintenance, and initiation of ACH money transfers.

5. **CUSTOMER AUTHORIZATIONS AND RECORD RETENTION**. Before the initiation by Customer of the first credit or debit Entry to a Receiver's account, the Customer will obtain from the Receiver an authorization for the Entry. Such authorization shall comply with the Operating Rules and applicable law. Each Entry thereafter will be made according to such authorization, and no Entry will be initiated by the Customer after such authorization has been revoked or the arrangement between the Customer and such Receiver has terminated. The Customer will retain the original recorded oral, written, or electronically authenticated authorization for at least two years after revocation of that authorization. Single Entry Telephone Initiated Entries ("TEL") authorizations must only be retained for two years from the date of authorization. The Customer will, upon request of Horizon Bank, furnish such original or copy of the authorization to Horizon Bank for any purpose authorized by the Operating Rules within 5 banking days, upon request.

6. **DELIVERY/SUBMISSION OF ENTRY INFORMATION**. Horizon Bank must receive all approved files no later than current Cut-Off time, the business day prior to Settlement Date.
All Entries shall be initiated using a Horizon Bank Account as the Offset.
   a. All Entries shall be received, processed and transmitted by Horizon Bank according to the Operating Rules. Horizon Bank's obligation in connection with the making of Entries shall be those of Originating Depository Financial Institution ("ODFI") under the Operating Rules, unless otherwise specified and provided herein.

7. **SETTLEMENT OF ENTRIES.**
   a. Settlement of Entries will occur as provided in the Operating Rules. Customer agrees to pay for each Credit Entry originated by Customer on the Settlement Date. Horizon Bank reserves the right to require Customer to prefund Entries. The Customer will maintain a checking Account ("Settlement/Offset Account") at Horizon Bank with balances sufficient to offset any Entries submitted and against which any rejected Entries may be credited or debited. Horizon Bank will either charge or credit the Customer's Settlement Account for any Credit or Debit Entry initiated by the Customer on the Settlement Date. After settlement, the Customer will reimburse with good and Collected Funds in the amount required by Horizon Bank if any Debit Entry is rejected or returned by Horizon Bank. Such reimbursement will be made on the date such rejection or memorandum is received by Horizon Bank. In the event there are not sufficient available funds in the Settlement Account to cover the Customer's obligations under this Agreement, the Customer agrees that Horizon Bank may debit any Account maintained by the Customer with Horizon Bank or any affiliate of Horizon Bank or Horizon Bank may set off against any amount it owes to Customer, in order to obtain payment of Customer's obligations under this Agreement.
   b. **Prefunding**: Horizon Bank reserves the right to require the Customer to pre-fund an Account maintained at Horizon Bank prior to, or in the case of a Same Day ACH Entry, on the Settlement Date established from time to time by Horizon Bank. Horizon Bank will communicate directly to the Customer if pre-funding is required and, if requested by the Customer, will provide the Customer with an explanation of its pre-funding criteria. If it is determined that pre-funding is required, prior to initiating any Entries for which pre-funding is required, the Customer will provide available and Collected Funds sufficient to pay all Entries initiated by the Customer. Horizon Bank may suspend Customer's ACH processing if Customer fails to establish the required amount of reserves within the time period specified by Horizon Bank in its Communication to Customer.

8. **SAME DAY ACH ENTRIES (SDA)**. Customer may initiate Entries with an effective entry date of the current date, and submit those Entries to Horizon Bank per the processing schedule deadlines for same day settlement. Horizon Bank may apply fees as outlined in the Treasury Management-Setup Form to any and all such Entries. Any Entry received by Horizon Bank containing stale-dated or incorrect/invalid effective entry dates may be processed as a Same Day ACH Entry.

   The Customer agrees that funds must be available in the Offset account on the day that Same Day Credit files are received. Current day deposits are not considered available and may result in transaction cancellation.

9. **ERRONEOUS ENTRY**. Horizon Bank has no obligation to honor any request to modify or cancellation an Entry after it has been received. If the Customer discovers that any Entry it has initiated was in error, it may notify Horizon Bank of such error and Horizon Bank will attempt on behalf of the Customer, consistent with the Operating Rules, to correct the Entry, but

Horizon Bank shall have no liability if such efforts are not effective. The Customer shall reimburse Horizon Bank for any expenses, losses or damages Horizon Bank may incur in honoring or attempting to honor the Customer's request for the modification or cancellation of an Entry. In all such cases, it shall be the responsibility of the Customer to notify its affected Receiver that an Entry has been made which is at variance with the customer's authorization or is otherwise erroneous.

10. **REJECTED OR RETURNED ENTRY**. In the event any Entries are rejected or returned for any reason whatsoever, it shall be the responsibility of the Customer to remake and resubmit such Entries or otherwise to resolve the rejection or return in accordance with the Operating Rules. In the event of mishandling of ACH Entries by Horizon Bank, we will make reasonable effort to remake such Entries. Horizon Bank's responsibility will be to receive rejected and returned Entries from the ACH, perform necessary processing, perform control and settlement functions, and forward such Entries to the Customer. Rejected or returned Entries may not be reinitiated without a new authorization in place.

11. **NOTIFICATION OF CHANGE**: Customer shall be notified of all notifications of change received by Horizon Bank relating to Entries transmitted by Customer. Customer must make changes no later than six (6) banking days for monetary Entries. For prenote Entries customer must make changes within three (3) banking days of settlement of the NOC transaction or prior to initiating another Entry to the Receiver's account, whichever is later. Failure to make these changes could be considered a violation of the NOC rule and could result in additional fees, future Entries being rejected and could result in further actions.

12. **REVERSING FILES OR ENTRIES**: If a Customer or Horizon Bank operator has mistakenly initiated a duplicate file or a file in which each Entry or each Entry in one or more batches contains erroneous data, and no right to recall those Entries otherwise exists under the Operating Rules, the Customer may request a Reversal or Horizon Bank may initiate a file of Entries (referred to as a "reversing file") in accordance with the ACH Record Format Specifications to reverse each Entry of the duplicate or erroneous file or batch(es). Each reversing file must be initiated in such time as to be transmitted or made available to the Receiving Depository Financial Institution within five (5) banking days after the Settlement Date of the duplicate or erroneous file. The Customer shall reimburse Horizon Bank for any expenses, losses or damages Horizon Bank may incur in honoring or attempting to honor the Customer's request for the reversal of an Entry. In all such cases, it shall be the responsibility of the Customer to notify its affected Receiver that a Reversal entry is being initiated.

13. **REPRESENTATIONS, WARRANTIES, AND INDEMNIFICATIONS**. With respect to each and every Entry initiated by Customer, the Customer represents and warrants, and will be deemed to have made the same representation and warranty at the same time each Entry is initiated by the Customer that:
    - **a.** The Customer has complied with respect to each Entry with the requirements of this Agreement and the Operating Rules.
    - **b.** Customer makes to Horizon Bank each and every representation Horizon Bank makes with respect to Entries processed by Horizon Bank pursuant to this Agreement.
    - **c.** No warranties of an Originator and ODFI shall have been or shall later be breached.
    - **d.** Each Entry shall in no way violate any Federal, State or local statute or regulation pertaining to electronic fund transfers, including the Electronic Fund Transfers Act and Regulation E, and all other such Laws and regulations.
    - **e.** If the Customer wishes to initiate Federal tax Entries, the Customer warrants that it has enrolled in the Electronic Federal Tax Payment System (EFTPS) and has selected the ACH Credit Option. The Customer warrants that all special requirements of the EFTPS system are met, including the generation of prenotification Entries before the first tax payment is sent. The Customer further warrants that if it is generating the tax payment, it will use the CCD format with a TXP addenda record, as required.
    - **f.** If the Customer wishes to initiate State tax Entries, the Customer warrants that it has enrolled in the State's Electronic Funds Transfer (EFT) program on all appropriate forms, as required, and has selected the ACH Credit Option, where applicable. The Customer warrants that all special requirements of the State's EFT system are met, including the generation of prenotification Entries before the first tax payment is sent. The Customer further warrants that if it is generating the tax payment, it will use the CCD format with a TXP addenda record, as required.

14. **HORIZON BANK'S RESPONSIBILITIES**. In the performance of the Services required by this Addendum, Horizon Bank shall be entitled to rely solely on the information, representations, and warranties provided by the Customer according to this Addendum, and shall not be responsible for the accuracy or completeness thereof. Horizon Bank shall be responsible only for performing the Services expressly provided for in this Addendum, and shall be liable only for its negligence or willful misconduct in performing those Services. Horizon Bank shall not be responsible for the Customer's acts or omissions

(including, without limitation, the amount, accuracy, timeliness of transmittal or authorization of any Entry received from the Customer) or those of any other person, including without limitation, any Federal Reserve Financial Institution, Automated Clearing House, or transmission or communications facility, any Receiver or Receiving Depository Financial Institution (including, without limitation, the return of an Entry by such Receiver or Receiving Depository Financial Institutions), and no such person shall be deemed Horizon Bank's agent.

15. Horizon Bank does not make any representations or warranties with respect to the legal effect or sufficiency, under any Federal, State or local statute or regulation or other law, of any forms, documents or other matters provided by Horizon Bank from time to time in connection with this Addendum, and disclaims any expressed or implied warranties in connection therewith, including any warranty of fitness for a particular purpose or use or any warranties of merchantability. If otherwise liable and unless otherwise provided by Section 910 of the EFTA, Horizon Bank shall be liable only for the Customer's actual damages; in no event shall Horizon Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which the Customer may incur or suffer in connection with this Addendum, whether or not the likelihood of such damages was known or contemplated by Horizon Bank and regardless of the legal or equitable theory of liability which the Customer may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from Horizon Bank's acts or omissions pursuant to this Addendum.

16. Without limiting the generality of the foregoing provisions, Horizon Bank shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Horizon Bank's control. In addition, Horizon Bank shall be excused from failing to transmit or delay in transmitting an entry if such transmittal would result in Horizon Bank's having exceeded any limitation upon its intraday net funds position established pursuant to present or future federal reserve guidelines or, if transmitted, in Horizon Bank's reasonable judgment, would otherwise violate any provision of any present or future risk control program of the Federal Reserve or any rule or regulation or any other U.S. governmental regulatory authority.

17. ACCOUNT RECONCILIATION. Entries transmitted by Horizon Bank or credited to a Receiver's Account maintained with Horizon Bank will be reflected on the Customer's periodic statement issued by Horizon Bank with respect to the Account pursuant to the agreement between Horizon Bank and the Customer. The Customer agrees to notify Horizon Bank promptly of any discrepancies between the Customer's records and the Information shown on any periodic statement. If the Customer fails to notify Horizon Bank of any discrepancies within 10 days of receipt of a periodic statement containing such Information, the Customer agrees that Horizon Bank shall not be liable for any other losses resulting from the Customer's failure to give such notice. If there is any loss of interest, and the Customer fails to notify Horizon Bank of any such discrepancy within 30 days of receipt of such periodic statement, the Customer shall be precluded from asserting such discrepancy against Horizon Bank.

18. OFAC. It shall be the responsibility of the Customer that the origination of ACH transactions complies with US law. This includes, but is not limited to sanctions enforced by the Office of Foreign Assets Control (OFAC). It shall further be the responsibility of the Customer to obtain information regarding such OFAC enforced sanctions. (This information may be obtained directly from the OFAC Compliance Hotline at 800-540-OFAC). Customer understands that they cannot originate any transactions to any recipient that is listed on the prohibited list.

19. SEC CODES. SEC (Standard Entry Class) codes serve two important functions for the ACH processing and handling. They identify the formatting layout for a batch of ACH Entries and identify "consumer" (PPD) and "corporate" (CCD and CTX) entries for application of the Operating Rules and regulations. Horizon Bank requires the Customer to confirm the types of ACH Entries to be used by completing the Standard Entry Class Codes (SEC) of the Setup Form. Bank will not accept, for purposes of ACH origination, any Standard Entry Class (“SEC”) codes, as defined in the Operation Rules, not previously approved by Bank.

TELEPHONE INITIATED TRANSACTIONS (“TEL”). As an Originator of Telephone Initiated Transactions (TEL) you agree to comply with all current Operating Rules including but not limited to:

a. Your requirement as the Originator to audio record the oral authorization or provide written confirmation of the Receiver’s authorization Single-Entry TEL Entries; As an Originator, you must obtain the Receiver’s explicit oral authorization prior to initiating a debit Entry to a Receiver’s account. For both Single Entry and recurring TEL Entries, as an Originator, you must clearly state during the conversation that the Receiver is authorizing an ACH debit to his account. As the Originator, you must understand that the Receiver must explicitly express consent. Silence is not expressed consent. Your requirement as the Originator to verify the identity of the Receiver and routing numbers.

b. Your requirements regarding authorization retention of Single Entry and recurring TEL Entries
c. You are required to obtain the Receivers bank account and routing number at the time of the call

INTERNET INITIATED TRANSACTION ("WEB"). As a Non-Consumer Originator of Internet Initiated Transactions (WEB), you agree to comply with all current Operating Rules including but not limited to:

a. Your responsibilities and obligations as the Originator that the authorization must be in a writing that is signed or similarly authenticated by the Receiver via the Internet or a Wireless Network; or
b. Your requirement as the Originator to obtain authorization in any manner permissible for other Standard Entry Class Codes, but the Receivers' instructions for the initiation of the debit Entry is communication via a Wireless Network (other than by any oral Communication), and
c. Your requirement as the Originator to comply with the rule that the authorization must be readily identifiable as an ACH debit authorization
d. Your requirement as the Originator to comply with the Operating Rules is to perform account validation before initiating a debit monetary transaction.
e. Your requirement to perform an annual WEB audit. The Operating Rules for WEB transactions require Originators to conduct an audit at least once a year to ensure that Receiver's financial information is protected by security practices and procedures that ensure the financial information that Originator obtains from consumers is protected by security practices that include adequate levels of: 1) physical security to protect against theft, tampering, or damage, 2) personnel and access controls to protect against unauthorized access and use, and 3) network security to ensure secure capture, storage and distribution of financial information. Such an audit must be completed annually.

RE-PRESENTED CHECK ("RCK"). You can use a re-presented Check Entry (each an **"RCK Entry"**) to collect Checks that have been returned because of insufficient or uncollected funds. You agree to submit such Entries in accordance with the technical specifications and formatting requirements set forth in the Operating Rules and as directed by us from time to time.

a. Notice of Your RCK Policy. Before first receiving the Check, you must have provided the Receiver with a conspicuous notice stating in clear and readily understandable terms that giving you the Check authorizes you to initiate an ACH debit Entry to the Receiver's account for the amount of the Check if it is returned for insufficient or uncollected funds. Notices provided at the point-of-sale must be clearly displayed on a prominent sign at the point-of sale. If you are a billing firm (i.e., you issue invoices or statements to be paid by the Receiver), the notice must be clearly displayed on each invoice or statement. You must provide us with a copy of the notice within three (3) Business Days of our request.
b. Copy of Check. You must retain a copy of the front and back of the Check to which the RCK Entry relates for 7 years from the Effective Date. You agree to provide us (for our use or the RDFI's use) a copy of the Check (front and back) promptly, but in no event more than three (3) Business Days after our request. If the Check has been finally paid prior to providing us with the copy, you must mark the face of the copy as paid.
c. You warrant that all RCK Entries relate to returned Checks that are eligible in accordance with this Agreement and the Operating Rules. For example, the Check must:
    - be in an amount less than $2,500;
    - indicate on its face that it was returned due to "Not Sufficient Funds," "NSF," "Uncollected Funds," or comparable language;
    - be dated 180 days or less from the date the RCK Entry is being transmitted to the RDFI;
    - be drawn on a consumer account;
    - have been previously presented (i) no more than two (2) times through the check collection system (as a paper check, a substitute check, or an image) if the Entry is an initial RCK Entry, or (ii) no more than one time through the check collection system and no more than one time as an RCK Entry if the Entry is a reinitiated RCK Entry;
    - be a "check" within the meaning of Article 4 of the Uniform Commercial Code, as amended;

- be a negotiable demand draft drawn on or payable through or at a participating depository financial institution, other than a Federal Reserve Bank or Federal Home Loan Bank; and
- contain a pre-printed serial number

d. Ineligible Items. You shall not submit RCK Entries for any of the following ("ineligible items"): (1) non-cash items (as defined in Regulation CC); (2) drafts drawn on the U.S. Treasury, a Federal Reserve Bank, or a Federal Home Loan Bank; (3) U.S. Postal Service money orders; (4) items not payable in United States currency; (5) items payable to a Person other than the Originator; (6) remotely-created items and other drafts that do not contain the original signatures of the Receivers; (7) drafts drawn on a state or local government that are not payable through or at a Participating DFI; (8) any other type of item prohibited by the Operating Rules; and (9) any other type of item that we may notify you from time to time that we have in our discretion declared ineligible under this Section.

e. Additional Warranties. In addition to all other warranties given by you under the Agreement and the Operating Rules, you warrant the following to us with respect to each Check and the RCK Entry:
  - you have good title or are entitled to enforce the Check, or are authorized to obtain payment or acceptance on behalf of one who has good title or is entitled to enforce the Check;
  - all signatures on the Check are authentic and authorized;
  - the Check is not counterfeit and has not been altered;
  - the Check is not subject to a defense or claim in recoupment of any party that can be asserted against you or us;
  - you have no knowledge of any insolvency proceeding commenced with respect to the maker or acceptor, or, in the case of an unaccepted draft, the drawer of the item;
  - the Check is drawn on, payable through, or payable at the RDFI, and the amount of the Check, the Check number, and the account number contained on the Check have been accurately reflected in the RCK Entry;
  - subsequent to the origination of the RCK Entry, the Check or a copy of the Check will not be presented to the RDFI unless the related RCK Entry has been returned by the RDFI;
  - the information encoded after issue in magnetic ink on the Check is correct;
  - any restrictive endorsement made by you, your agent or third party sender on the Check is void and ineffective upon initiation of the RCK Entry; and
  - the RCK Entry is only for the <u>face amount</u> of the Check only; <u>no collection fees have been added to the amount of the Check transmitted as an ACH Entry</u>. (See the Operating Rules for the origination of an ACH debit Entry to collect fees).

WIRE TRANSFER SERVICES

The following sets forth the terms and conditions for Wire Transfer Services provided by Horizon Bank

1. **DEFINITION.** Wire Transfer Services refers to the processing by Horizon Bank of Payment Orders transmitted through Horizon Bank's Online Banking Service. The Wire Transfer Service also includes the processing by Horizon Bank of instructions from the Customer to transmit Payment Orders on behalf of the Customer to other banks having relationships with the Customer ("Reverse Wire/Drawdowns"). The Service may only be used for Customer's direct benefit and must include a signed Reverse Wire Authorization Form.

2. **SECURITY PROCEDURES.**
Individuals designated as Authorized Users for each Account number, as well as the maximum dollar amount for which each Authorized User may request a Payment Order, are designated by the OBA for each Authorized User. It is the OBA's responsibility to maintain any additions, deletions, and changes for each user in their company. Failure to notify Horizon Bank telephonically at (219)874-9244 immediately of any changes or deletions will release Horizon Bank from liability for Payment Orders initiated and executed by previously authorized users or using previously authorized security information. For purposes of this Agreement, notification by telephone is not considered to be satisfied by leaving such notification on voice mail, answering machine or any similar telephonic device.

3. **VERIFICATION OF WIRE TRANSFER REQUESTS**. Horizon Bank reserves the right to verify all online internet Payment Orders or Drawdown requests by calling an Authorized Representative other than the Authorized User initiating the Payment Order to validate authenticity of the Payment Order. Horizon Bank also reserves the right to validate the Authorized Representative being contacted for security purposes.

4. **LIMITATION ON HORIZON BANK DUTIES.** Horizon Bank will have no duty to accept any particular Payment Order or to follow any particular Drawdown instruction. If Horizon Bank determines not to accept a particular Payment Order or not to follow a particular Drawdown instruction, Horizon Bank will promptly notify the Customer. Horizon Bank is entitled to rely on any information or instruction provided by an Authorized Representative or Authorized User of the Customer. If Horizon Bank elects to follow a Drawdown instruction of the Customer, Horizon Bank's duty is to exercise ordinary care to transmit the Customer's Payment Order to the receiving bank and, if Horizon Bank accepts an ensuing Payment Order transmitted to it by such bank, to credit the Customer's Account in the amount of the Payment Order (without notice to the Customer). Horizon Bank will be under no obligation to honor funds transfer requests, which are not in accordance with this Agreement. All funds transfer requests initiated by the Customer and received by Horizon Bank, unless corrected, changed or deleted in a timely manner, will not be subject to stop payment or recall by the Customer. If Horizon Bank receives and acknowledges the Payment Order, it is subject to further processing to determine payment related fees and expenses, compliance screening, including with OFAC requirements and other processes. Horizon Bank will use commercially reasonable efforts to execute the Payment Order using the means of transmission, funds transfer system, association and clearing bank in Horizon Bank's discretion.

5. **FUNDING OF ACCOUNT.** The Customer will pay Horizon Bank the amounts of all Payment Orders for which the Customer is responsible which are accepted by Horizon Bank. The Customer will designate in accordance with the terms of this Agreement an Account maintained by the Customer with Horizon Bank in connection with all Payment Orders issued by the Customer to Horizon Bank, and will maintain sufficient Collected Funds in such Account to settle for all such Payment Orders. If an overdraft is inadvertently created to complete a transfer, Customer agrees to repay Horizon Bank upon demand; however, Horizon Bank reserves the right to refuse any Payment Order for which the Customer does not have sufficient Collected Funds on deposit. If the Customer's Payment Order is accepted by Horizon Bank but the applicable funds transfer is not completed by acceptance by the beneficiary's bank of a conforming Payment Order, Horizon Bank will refund the amount paid by the Customer in respect of the Payment Order by re-crediting the Customer's Account, minus any applicable wire fees, without interest, provided that if the Customer instructed that the funds transfer be routed through a particular intermediary bank, Horizon Bank will be entitled to retain or recover from the Customer the amount of the refund to the extent that Horizon Bank does not finally recover any settlement it paid because the intermediary bank suspends payments or is not permitted by applicable law to repay the settlement it received.

6. **CANCELLATION OR AMENDMENT OF PAYMENT ORDER.** Horizon Bank has no obligation to cancel a Payment Order after it has been executed by Horizon Bank. No Communication by the Customer requesting to cancel or amend a Payment Order or Drawdown instruction will be effective as a cancellation or amendment unless:
    - Horizon Bank agrees to the cancellation or amendment in writing, and
    - Horizon Bank successfully and effectively cancels or amends any preceding portions of the applicable funds transfer and recovers any funds paid.

    If Horizon Bank receives a Communication from the Customer requesting or seeking to cancel, amend or reverse a Payment Order received by Horizon Bank from the Customer, seeking to recover all or any part of the funds paid pursuant to a Payment Order received by Horizon Bank from the Customer, or to the effect that a Payment Order received by Horizon Bank from the Customer was erroneous or unauthorized, Horizon Bank will be authorized (but not required) to do any one or more of the following and Horizon shall have no liability if the following are not successful:

    - agree to the cancellation or amendment of the Payment Order
    - attempt to achieve a conforming cancellation or amendment of any conforming Payment Order issued by Horizon Bank to another bank
    - attempt to recover from any other Person any amount paid pursuant to the Payment Order
    - attempt to cancel or amend any foreign currency arrangements entered into by Horizon Bank and/or other parties in connection with the Payment Order
    - cause any recovered funds to be converted to United States dollars

- indemnify on behalf of Customer any other Person for liabilities, claims, losses and expenses, including but not limited to attorney's fees and foreign exchange losses, incurred as a result of such cancellation, amendment or recovery or attempted cancellation, amendment or recovery
- charge the Customer's Account for expenses (including but not limited to attorney's fees or foreign exchange losses) or to deduct such expenses from any amount re-credited to the Customer's Account
- delay re-crediting the Customer's Account or freeze any amount re-credited, for such period as Horizon Bank determines to be appropriate for Horizon Bank's protection.

7. **PAYMENT BASED ON ACCOUNT NUMBER.** The Customer understands that payment of a Payment Order issued by the Customer might be made by the beneficiary's bank on the basis of an identifying number or account number even if it identifies a Person different from the named beneficiary.

8. **DRAWDOWNS.** The customer will not issue any Drawdown instruction to Horizon Bank to transmit a Payment Order to another bank unless the customer has made and maintained appropriate arrangements with the other bank in a manner approved by the receiving bank and by Horizon Bank. The customer will maintain sufficient collected balances to settle for the Payment Order.

9. **INTERNATIONAL WIRES.** In completing international wire transfers, Horizon Bank transmits the Payment Order to a processing bank. The processing bank then routes the Payment Order through required channels so that the Payment Order reaches its ultimate foreign destination. The Customer agrees that Horizon Bank's responsibility is to properly transmit an international wire transfer to the processing bank. Horizon Bank's duties relating to an international wire transfer are considered fulfilled once the transfer has been properly transmitted to the processing bank, and the Customer agrees to release Horizon Bank from further liability once the transfer has been properly transmitted to the processing bank in accordance with the Customer's instructions. If an international wire is recalled by the Customer and Horizon Bank has fulfilled its duties as stated above, Horizon Bank will not be required to credit the Customer's Account until the international wire in question has been returned to Horizon Bank. The Customer will also be responsible for all costs related to the recall of such a wire, including but not limited to Horizon Bank's normal charges related to recalling an international wire, over and above routine operating expenses of Horizon Bank.

10. **FOREIGN CURRENCY.** Unless otherwise agreed, the Customer will settle in United States dollars for Payment Orders denominated in another currency. The amount will be determined at Horizon Bank's rate of exchange then current for transfers to the place of payment. The Customer will reimburse Horizon Bank for any foreign exchange losses (including fees and premiums incurred and changes in relative currency values) arising from a cancellation, amendment or Reversal or attempted cancellation, amendment or Reversal of a Payment Order.

11. **PROHIBITED TRANSACTIONS.** Customer agrees to comply with all applicable law in connection with the Service including the rules of any funds transfer system, as applicable, and any applicable Laws and regulations of the receiving country of Customer's transaction. The Customer will not initiate any transactions that would violate any currency exchange control regulation, any foreign asset control regulation, or any other legal restriction applicable to the Customer or to such transaction.

12. **EMERGENCY TRANSACTIONS**. From time to time, in emergency situations, Horizon Bank reserves the right to accept wire direction telephonically. The customer will be subject to Horizon Bank's Security Procedures. Horizon Bank must be able to confirm that the initiator of the order is an Authorized Representative or Account owner in order to complete the emergency wire request outside of the standard acceptable methods of online or in-person transactions.

13. **ADVICES.** The Customer will examine each advice of a Wire Transfer Services transaction and report any discrepancies to Horizon Bank with reasonable promptness, not to exceed 14 calendar days after the advice is made available.

POSITIVE PAY SERVICE

The following sets forth the terms and conditions for Positive Pay Service provided by Horizon Bank.

1. **DESCRIPTION OF POSITIVE PAY SERVICE. You may use the Positive Pay Service to quickly identify and act upon fraudulent items as well as reconcile your Accounts.**

2. **PAY REQUEST/RETURN REQUEST.** The customer shall review the Exception Items and electronically communicate a decision with respect to all exception items, requesting Horizon Bank to either pay or to return items for all exceptions by the current Cut-Off time of 2:00 p.m. (Central Daylight Time) on a business day. Horizon Bank shall not be obligated to comply with any Pay Request or Return Request received in a format or medium, after a deadline, or at a place not permitted under this Agreement but may instead treat such a Pay Request or Return Request as though it had not been received. Horizon Bank is not responsible for detecting any Customer error contained in any Issued Check File, Pay Request or Return Request sent by the Customer to Horizon Bank.

3. **PAY DEFAULT.** Exceptions that have not been decisioned by the Cut-Off time, will be processed according to the default decision, on file with the bank, selected by Customer.

4. **CUSTOMER AND BANK COMMUNICATION.** The Customer may request changes to previously agreed upon Positive Pay settings by providing required updated forms to Horizon Bank. The Customer is responsible for providing accurate electronic addresses for Communication in connection with transactions contemplated in this Agreement.

5. **NOT COVERED.** This Agreement does not cover an Item which Horizon Bank has already cashed, negotiated, or paid, nor electronically converted transactions which Horizon Bank is already committed to honor or pay under applicable Laws, regulations or rules governing such items.

6. **NOTICES.** You agree to notify us immediately if you discover; (a) any error or discrepancy between your records and the Information that Horizon Bank provides to you about your Accounts or transactions (e.g. in a statement, confirmation, or electronic report); (b) unauthorized transactions involving your Account; (c) a breach in the confidentiality of the password; or (d) other problems related to the Positive Pay Service. Unless otherwise agreed, notices required by this Agreement must be made in accordance with the Deposit Agreement.

7. **OTHER TERMS.** In the event of a conflict between the terms of this Agreement and the terms of the Deposit Agreement, the terms of this Agreement shall prevail solely with respect to the Positive Pay Service and otherwise the terms of the Deposit Agreement shall prevail. Horizon Bank may, on a monthly basis, debit a Customer Account maintained at and selected by Horizon Bank for payment of charges due under this Agreement, unless the Customer arranges another payment procedure acceptable to Horizon Bank or designates a specific Customer Account maintained by Horizon Bank.

PAYEE POSITIVE PAY SERVICE

1. **ISSUED CHECK FILE**. Customer uploads an Issued Check File to Horizon Bank's Positive Pay system on every day that Customer issues checks. The Issued Check File shall accurately state the payee name, check number, date and the exact dollar amount of each check drawn on an Authorized Account since the last Issued Check File was submitted. In the case of Payee Positive Pay the Issued Check File must include all the aforementioned as well as payee name. Each Authorized Account shall require an Issued Check File for all checks issued. In the event of either a Customer or Horizon Bank system failure, if the Issued Check File cannot be received by Horizon Bank or Horizon Bank cannot process the file, the file shall be considered as not received, even if Horizon Bank has possession of the file.

2. **PAYMENT OF PRESENTED ITEMS AND REPORTING OF EXCEPTION ITEMS.** Horizon Bank shall compare each Presented Check by payee name, check number, if any, and amount against each Issued Check File received by Horizon Bank. On each banking, day, Horizon Bank:

   a. May pay and charge to the Authorized Account each Presented Check that matched by payee name, check number and amount a check shown in any Issued Check File.
   b. Shall provide the Customer with any exception items presented for payment that do not exactly match to the Issued Check File. This Information can be found within Horizon Online Banking - Commercial – Positive Pay secured web page. Horizon Bank shall make the Exception Items available by 7 a.m. (Central Daylight Time) each business day, except Federal Holidays.

CHECK POSITIVE PAY SERVICE

1. **ISSUED CHECK FILE**. Customer uploads an Issued Check File to Horizon Bank's Positive Pay system on every day that you issue checks. The Issued Check File shall accurately state the check number, date and the exact dollar amount of each check drawn on an Authorized Account since the last Issued Check File was submitted. Each Authorized Account shall require an Issued Check File for all checks issued. In the event of either a Customer or Horizon Bank system failure, if the Issued Check File cannot be received by Horizon Bank or Horizon Bank cannot process the file, the file shall be considered as not received, even if Horizon Bank has possession of the file.

2. **PAYMENT OF PRESENTED ITEMS AND REPORTING OF EXCEPTION ITEMS.** Horizon Bank shall compare each Presented Check by check number, if any and amount against each Issued Check File received by Horizon Bank. On each banking, day, Horizon Bank:

   a. May pay and charge to the Authorized Account each Presented Check that matched by check number and amount a check shown in any Issued Check File.
   b. Shall provide the Customer with any exception items presented for payment that do not exactly match to the Issued Check File. This Information can be found within Horizon Online Banking - Commercial – Positive Pay secured web page. Horizon Bank shall make the Exception Items available by 7 a.m. (Central Daylight Time) each business day, except Federal Holidays.

ACH POSITIVE PAY

1. ACH POSITIVE PAY SERVICES
   a. ACH Positive Pay Services. As provided in this Agreement, specified ACH transactions will be subject to ACH Positive Pay Services on the terms set forth in the Setup Form. In all cases, Customer must provide Horizon Bank with all information required by Horizon Bank in order to permit Horizon Bank to deliver the ACH Positive Pay Services for ACH Entries. Unless Customer has provided Horizon Bank with sufficient information to identify ACH Entries, Horizon Bank may pay and debit or credit to the Authorized Account each ACH Entry.

PREMIUM BILL PAY SERVICES

The following sets forth the terms and conditions for Premium Bill Pay Services provided by Horizon Bank to the Customer.

1. You may use Horizon Bank's bill paying service, Business Bill Pay, to direct Horizon Bank to make payments from your designated checking Account to the Payees you choose (a "Bill Payment") in accordance with this Agreement. The terms and conditions of this Agreement are in addition to the Account agreements, disclosures and other documents in effect from time to time governing your Account (the Account Rules).

2. Horizon Bank is not responsible if a Bill Payment cannot be made due to incomplete, incorrect, or outdated information provided by you regarding a Payee or if you attempt to pay a Payee that is not on your Authorized Payee list.

3. You agree to have available funds on deposit in the Account you designate in amounts sufficient to pay for all Bill Payments requested, as well as any other payment obligations you have to Horizon Bank. Horizon Bank reserves the right, without liability, to reject or reverse a Bill Payment if you fail to comply with this requirement or any other terms of this Agreement. If you do not have sufficient funds in the Account and Horizon Bank has not exercised its right to reverse or reject a bill payment, you agree to pay for such payment obligations on demand. You further agree Horizon Bank, at its option, may charge any of your Accounts with Horizon Bank to cover such payment obligations.

4. You will be responsible for any Bill Payment request you make that contains an error or is a duplicate of another Bill Payment. Horizon Bank is not responsible for a Bill Payment that is not made if you did not properly follow the

instructions for making a Bill Payment. Horizon Bank is not liable for any failure to make a Bill Payment if you fail to promptly notify the bank after you learn that you have not received credit from a Payee for a Bill Payment. Horizon Bank is not responsible for your acts or omissions or those of any other Person, including, without limitation, any transmission or communications facility, and no such party shall be deemed to be Horizon Bank's agent. In any event, Horizon Bank will not be liable for any special, consequential, incidental, or punitive losses, damages, or expenses in connection with this Agreement or the Service, even if Horizon Bank has knowledge of the possibility of them. Horizon Bank is not liable for any act, failure to act or delay in acting if it is caused, in whole or in part, by any cause beyond the bank's reasonable control.

5. **Bill payments may be processed by Electronic Fund Transfers (EFT) or by check. Please see the Deposit Agreement received when you opened your Account, which discloses important Information concerning your rights and obligations.**

CREDIT SWEEP

The following, together with the Setup Form, sets forth the terms and conditions for the Credit Sweep Services provided by Horizon Bank to the Customer.

Horizon Bank is authorized to withdraw excess Collected Funds from the designated deposit Account and apply the funds as a payment on Customer's designated revolving line of credit. As of the close of business each day, the available Collected Funds in the Account identified on the Setup Form, that exceeds the Target Account Balance, will be debited from the designated deposit Account and a credit will be applied to the outstanding balance of your revolving line of credit. As of the close of business each day, we will determine the deficiency amount relating to the designated deposit Target Account Balance. If we determine that there is a deficiency amount, we will debit the revolving line of credit in the amount equal to either the deficiency amount of Collected Funds or the amount that is available to be borrowed under the conditions of the designated revolving line of credit. The credit sweep service immediately and automatically terminates without notice, if the revolving line of credit has been terminated, if the deposit Account has been closed, or if we have demanded payment under the revolving line of credit agreement.

REMOTE DEPOSIT CAPTURE SERVICES

The following sets forth the terms and conditions of the Remote Deposit Capture Services described on the Setup Form provided by Horizon Bank to the Customer and its identified affiliates.

1. **APPLICABILITY.** This Agreement governs the use by Customer and each of the identified affiliates of Customer (collectively in this Agreement "Customer") of Horizon Bank's Remote Deposit Capture Service ("Services" or "RDC"). Horizon Bank offers RDC under this Agreement only in association with one or more deposit Accounts maintained by Customer at Horizon Bank. The terms, provisions and conditions of this Agreement do not replace, but supplement, any and all other agreements (whether existing now or entered into in the future) that govern any Account maintained by Customer at Horizon Bank (whether existing now or opened in the future).

2. **GENERAL DESCRIPTION OF RDC.** Subject to the terms, provisions and conditions of this Agreement, Horizon Bank shall provide RDC services to Customer, which allows Customer to make deposits to Customer's deposit accounts from Customer's home or office by scanning checks on a desktop scanner or Mobile Device and delivering the Images and Information required hereby to Horizon Bank or Horizon Bank's designated Processor. The terms Horizon Bank and Processor may be used interchangeably when used in relation to any services performed by a Processor on behalf of Horizon Bank including, but not limited to, the receipt and processing of Images and check data and any notices related thereto. The device must capture an image of the front and back of each item to be deposited (each an "Image" and, if more than one, "Images"), must read and capture the magnetic ink character recognition ("MICR") line on each item and must read and capture all such other data and Information as is required by this Agreement. Subject to compliance with the terms, provisions and conditions of, and as provided in, this Agreement, Horizon Bank will Provisionally credit the Account or Accounts designated by Customer for the amount of the deposit(s). All deposits are subject to the current Deposit Agreement. Customer acknowledges and agrees that Horizon Bank may discontinue, and/or change the terms of, RDC or any related content, features, products or services associated therewith, at any time without notice or liability to Customer or any third party.

3. **CHECKS/ITEMS DEPOSITED AND SECURITY INTEREST.** Customer hereby agrees that it will only scan and deposit a check(s) as that term is defined in Federal Reserve Board Regulation CC ("Reg CC"). Customer agrees that the image of the check that is transmitted to Horizon Bank (each such check and other item a "Check" and, if more than one, "Checks") shall be deemed an "item" within the meaning of Article 4 of the Uniform Commercial Code (1990 Official Text). Customer further agrees that it will not remotely deposit any check(s) or other item(s) that: (a) are payable to any Person or entity other than Customer, (b) are drawn, or otherwise issued, by Customer or any affiliate of Customer on any account of Customer or of such affiliate, (c) are in violation of any law, rule or regulation, (d) Customer knows or suspects, or should know or suspect, is fraudulent or otherwise not authorized by the owner of the account on which the Check is drawn, (e) have not been previously endorsed by a bank and are either "substitute checks" (as defined in Reg CC or other applicable federal law or regulation) or "image replacement documents" that purport to be substitute checks, without Horizon Bank's prior written consent, (f) are drawn on financial institutions that are located outside of the United States or Territories of the United States, (g) is a Remotely Created Check, as that term is defined in Reg CC, or (h) which are not acceptable to Horizon Bank for deposit into a deposit account as provided in the Deposit Agreement, which is incorporated herein by reference and made a part hereof (Checks described in clauses (a) through (h) each a "Prohibited Check" and, collectively, "Prohibited Checks"). If Customer deposits a Prohibited Check, Customer agrees to indemnify and reimburse Horizon Bank for, and hold Horizon Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Horizon Bank may incur associated with any warranty, indemnity or other claim related thereto. Furthermore, if, after first having obtained Horizon Bank's written consent to do so, Customer provides Horizon Bank with an electronic representation of a substitute check for deposit into an Account instead of an original Check, Customer agrees to indemnify and reimburse Horizon Bank for, and hold Horizon Bank harmless from and against, any and all losses, costs and expenses (including reasonable attorneys' fees) Horizon Bank incurs because any such substitute check resulting from such electronic representation does not meet applicable substitute check standards and/or causes duplicate payments.

   Customer grants Horizon Bank a security interest in all Accounts or other deposits (whether general or special) of Customer's at Horizon Bank, and in all funds in such Accounts or other deposits, to secure Customer's obligations to Horizon Bank under this Agreement This security interest will survive termination of this Agreement. Horizon Bank may hold any funds on deposit with Horizon Bank by Customer after termination of this Agreement for up to 14 calendar days following the expiration of any return or chargeback rights regarding any Item processed by Customer using the Service or, if later, until any other claims to such funds have expired.

4. **SCANNING OF CHECKS AND TRANSMISSION OF FILES.** Customer shall properly install and use all software and hardware required by this Agreement or otherwise required for, or related to, the use of RDC. Customer shall restrictively endorse each Check to be deposited and comply with proper scanning procedures. Horizon Bank may also provide Customer with, or require Customer to establish, a User ID, and/or password to access RDC. Customer agrees to notify Horizon Bank immediately if Customer has any reason to believe the security or confidentiality required by this provision has been or may be breached. Horizon Bank is not, and will not be, obligated to detect errors by Customer or others, even if Horizon Bank takes certain actions from time to time to do so.

   To ensure accuracy, Customer shall balance the dollar amount of each deposit to the sum of the Checks prior to transmitting the File. Customer may send multiple Files to Horizon Bank or Processor throughout the day. Customer will be reviewed through the underwriting process to determine "Velocity Limits," for the Remote Deposit Capture Service only.

   If the total dollar value of the Files sent by Customer to Horizon Bank exceeds the Velocity Limit, Horizon Bank may, at its option, refuse to accept the File that exceeds the Velocity Limit, or Horizon Bank may accept and process the File. Customer agrees not to exceed the Velocity Limit. To be eligible for processing on the day transmitted, Files must be received by Horizon Bank no later than the current Cut-Off time 6:00 p.m. (Central Daylight Time) (the "Cut-Off Time") on a business day (excluding weekends and Federal Holidays). To meet the Cut-Off Time, the entire File must be received by Horizon Bank prior to the Cut-Off Time, and the File must successfully pass the edits for conformity with the technical requirements. For purposes of determining when a File has been delivered and received, Horizon Bank's records shall be determinative. A File which is received after the Cut-Off Time shall be deemed to have been received on the next business day. Horizon Bank reserves the right to change the number of Files that may be transmitted in a day, the Velocity Limit and the Cut-Off Time. All such changes shall be effective immediately and may be implemented prior to Customer's receipt of notice thereof.

5. **MAINTENANCE AND DESTRUCTION OF ORIGINAL CHECK.** Customer shall mark the original Check "Mobile Deposit", on the back of the check, before the process of scanning the Check. Customer shall securely store all original Checks for a period of forty-five (45) days after Customer has received notice from Horizon Bank that the File containing the Images of such Checks has been accepted (such period the "Retention Period"). During the Retention Period, Customer shall take appropriate

security measures to ensure that: (a) only authorized personnel shall have access to original Checks, (b) the information contained on such Checks shall not be disclosed, (c) such Checks will not be duplicated or scanned more than one time and (d) such Checks will not be deposited or negotiated in any form. Customer shall destroy original Checks upon the expiration of the Retention Period applicable to such Checks. Customer will use commercially reasonable methods of destruction. Customer hereby indemnifies Horizon Bank for, and holds Horizon Bank harmless from and against, any and all claims, demands, actions, causes of action, losses and damages, of whatever nature or kind, and regardless of the theory upon which the same is (are) based, caused directly or indirectly by, arising out of, related to, in connection with or resulting wholly or partially from, the destruction of the original Checks by Customer. Within the retention period, Customer will promptly (within 5 business days of request) provide any retained Check to Horizon Bank to aid in the clearing and collection process or to resolve claims by third parties with respect to any Check. Customer is subject to periodic site visits by bank personnel to ensure compliance with security and handling and destruction of physical items.

6. **RECEIPT OF FILE.** Customer agrees that Customer shall be solely liable for, and Horizon Bank shall not have any liability whatsoever to Customer for, any File or the Images or other information contained therein that are not received by Horizon Bank, or for any File or the Images or other information contained therein that are intercepted, altered, or rejected by Bank or an unauthorized third party. Horizon Bank has no obligation to notify Customer of the rejection of a File or Image(s). Horizon Bank reserves the right to reject a file or Image for any of the following reasons: (a) if bank determines that Customer has not complied with this Agreement, or (b) based on a risk analysis review. If Horizon Bank determines that Customer has not complied with this Agreement Horizon Bank, in its sole discretion, may elect to correct the error and accept and process the corrected File (a “Corrected File"). As a form of correction, Horizon Bank may credit Customer's Account for the full amount of the deposit and make any necessary adjustments to the Account to correct the error. Upon acceptance of the File, Horizon Bank shall electronically notify Customer of receipt and acceptance of the Accepted File for deposit. Information and data reported hereunder: (a) may be received prior to final posting and confirmation and is subject to correction and (b) is for informational purposes only and may not be relied upon. Customer agrees that Horizon Bank shall have no liability for the content of payment-related information. Notwithstanding the fact that Horizon Bank has accepted a File for deposit, any credit made to Customer's Account shall be Provisional, and Customer shall remain liable to Horizon Bank for any errors, inaccuracies, breach of warranties and any other loss sustained by, or claim made against, Horizon Bank.

7. **PROVISIONAL CREDIT AND AVAILABILITY OF FUNDS.** Upon acceptance of the File, Horizon Bank shall grant Customer's Account Provisional Credit (as herein defined) for the total amount of the Corrected File or the Accepted File, as applicable. As used herein, “Provisional Credit" means that the credit is made to Customer's Account subject to final payment of the Checks and subject to the terms of the Deposit Agreement. Customer and Horizon Bank agree that Subpart B of Reg CC and Horizon Bank's Funds Availability Policy do not apply to Items deposited using this Service.

8. **COLLECTION OF CHECKS**. Horizon Bank, in its sole discretion, shall determine the manner in which Images shall be presented for payment to the drawee bank. Horizon Bank, in its sole discretion, shall select the clearing agents used to collect and present the Images, and Horizon Bank's selection of the clearing agents shall be considered to have been designated by Customer. Horizon Bank shall not be liable for the negligence of any clearing agent. Collection of Checks is also subject to the Operating Rules and the terms of the Deposit Agreement.

9. **CONTINGENCY PLAN**. Customer agrees that, in the event Customer is not able to capture, balance, process, produce or transmit a File to Horizon Bank, or otherwise comply with the terms hereof for any reason, including, but not limited to, communications, equipment or software outages, interruptions or failures, Customer will transport the originals of all Checks to the closest office of Horizon Bank and deposit original Checks with Horizon Bank until such time that the outage, interruption or failure is identified and resolved. The deposit of original Checks at an office of Horizon Bank shall be governed by the terms and conditions of the Deposit Agreement and not by the terms of this Agreement.

10. **WARRANTIES**. Customer represents, warrants and covenants the following to Horizon Bank:
    a. Checks Deposited. Customer shall only deposit Checks that are authorized by this Agreement, the Deposit Agreement, and Checks that do not contain any alterations and Customer will only transmit acceptable items for deposit and will handle the original items in accordance with applicable Laws, rules and regulations;
    b. Endorsements. Each Item bears all applicable endorsements and in a format as directed by Horizon Bank;
    c. Image Quality. Each Image transmitted by Customer to Horizon Bank contains an accurate representation of the front and the back of each Check and complies with the requirements of this Agreement;

d. Accuracy of Information. All data and other information submitted by Customer to Horizon Bank, including, but not limited, to data contained in the MICR line of each Check is complete and accurate and complies with the requirements of this Agreement;
e. No Duplicates. Customer will not: (i) create duplicate Images of the Checks, (ii) transmit a duplicate Image or File to Horizon Bank, or (iii) deposit or otherwise negotiate the original of any Check of which an Image was created. Customer further warrants that no subsequent transferee, including but not limited to Horizon Bank, a collecting or returning bank, drawer, drawee, payee or endorser, will be asked to pay the original Item from which the Image(s) was created or a duplication (whether paper or electronic, including ACH Entries) of the Item(s);
f. No Loss. No Subsequent transferees of the Item(s), including but not limited to Horizon Bank, a collecting or returning bank, drawer, drawee, payee or endorser, shall sustain a loss as the result of the fact that the Image was presented for payment or returned instead of the original Check;
g. No Litigation. There is no action, suit or proceeding pending or, to Customer's knowledge, threatened which, if decided adversely, would impair Customer's ability to carry on its business substantially as now conducted or which would adversely affect Customer's financial condition or operations;
h. Transactions. (i) All Checks and business transactions of Customer are, and will be, bona fide; (ii} all signatures on Checks are authentic and authorized; (iii) the Customer is a person authorized to collect each item transmitted or is authorized to obtain payment of each item transmitted on behalf of a Person entitled to collect such transmitted item; (iv) any item transmitted has not been altered; (v) the Customer will not deposit or otherwise indorse to a third party the original item (the original check) and no Person will receive a transfer, presentment, or return of, or otherwise be charged for, the item (either the original item, or a paper or electronic representation of the original item) such that the Person will be asked to make payment based on an item it has already paid;
i. Compliance. Customer conducts its business, and submits Checks and Files in compliance with this Agreement, applicable Laws and regulations.
j. Computer Virus. No Files or Checks contain any computer viruses or other harmful, intrusive or invasive codes.
k. Indemnity. Customer agrees to indemnify Horizon Bank for, and hold Horizon Bank harmless from and against, any and all claims, losses, liabilities, costs, and expenses (including, without limitation, reasonable attorneys' fees) arising from a breach of any of Customer's warranties, representations and/or obligations under this Agreement or any other agreement with or between Customer and Horizon Bank, including, but not limited to, the Deposit Agreement, and the terms of this paragraph shall survive the termination of this Agreement.
l. When an account experiences fraudulent transactions, customer will sign the Horizon Bank, Dismissal of Liability form within three (3) business days of fraudulent transaction and will close the account within fourteen (14) business days of fraudulent transaction.

11. **RETURNED CHECKS.** If Images of Checks deposited by Customer are dishonored or otherwise returned unpaid by the payor/drawee bank, or are returned by a clearing agent for any reason, including, but not limited, to issues relating to the quality of the Image, Customer understands and agrees that, since Customer either maintains the original Check or has destroyed the original Check in accordance with this Agreement, the original Check will not be returned, and Horizon Bank may charge back an Image of the Check to Customer's Account. Customer understands and agrees that the Image may be in the form of an electronic or paper reproduction of the original Check or a substitute check. Unless otherwise instructed by Horizon Bank, Customer agrees not to deposit the original Check if an Image or other debit as previously described is charged back to Customer.

12. **HORIZON BANK'S DUTIES.** Horizon Bank's duties and responsibilities are limited to those described in this Agreement, the Deposit Agreement and any other agreements governing the Accounts.

BUSINESS INVESTMENT SERVICE

The following sets forth the terms and conditions of the Business Investment Service described herein provided by Horizon Bank to the Customer.

Customer designates a FDIC insured account as the Business Investment Service Master Account, hereinafter referred to as the "Master Account".

AMOUNT OF INVESTMENT: As used in this Agreement, the "Amount of Investment" means the daily Master Account balance in excess of the "Minimum Account Balance".

Customer hereby instructs Horizon Bank to transfer daily the Amount of Investment between the Master Account and the Horizon Bank Business Investment Account ("Investment Account"). The Investment Account shall be comprised of U.S. Government Securities, U.S. Government Agency Securities, and/or Federal Home Loan Mortgage Corporation Participation Certificates (collectively "Securities"). Horizon Bank agrees to pay the Customer the Amount of Investment daily ("Maturity Date"). Interest will be paid monthly and calculated daily at an interest rate established by Horizon Bank in its sole discretion, as announced from time to time. Current rates are available at any branch office.

1. **TERMS OF INVESTMENT.**

   a. Security Interest. A security interest, pursuant to the Laws of the State of Indiana is hereby granted by Horizon Bank to Customer in the Securities, excluding any interest earned thereon, which shall secure Horizon Bank's obligation to Customer arising under this Agreement.

   b. Agreement at Maturity Date. Horizon Bank hereby agrees to pay to Customer the Amount of Investment at the Maturity Date. Interest on the Amount of Investment shall be calculated at maturity and paid monthly. The Amount of Investment is automatically renewable daily. The Business Investment Service may be automatically renewed at the option of Horizon Bank in the absence of written instruction of the Customer that the Business Investment Service shall not be renewed. The Amount of Investment will be adjusted daily to ensure the Minimum Account Balance is maintained in the Customer's Master Account. The Customer may request termination of the Business Investment Service at any time without penalty. Request for termination of the Business Investment Service must be in writing. On receipt of a written termination request, Horizon Bank will pay the Customer in an amount equal to the Amount of Investment, plus any accrued but unpaid interest.

   c. Securities to be held by Securities Intermediary. The Securities, an undivided interest in which secures the Investment pursuant to this Agreement, shall be held during the term of this Agreement in a custodial account with The Banker's Bank and or Federal Home Loan Bank of Indianapolis, as Securities Intermediary. The Securities shall not be released until the securities intermediary has received certification that all obligations secured thereby have been terminated. The market value of the Securities underlying this Agreement shall be at least equal to the principal amount of the Investment on an end of day basis. Customer acknowledges and agrees that Horizon Bank may from time to time grant a security interest in an undivided fractional interest in the Securities to other customers pursuant to other Commercial Investment Agreements in form and substance similar to this Agreement. Customer agrees that the priority of the security interest granted to Customer shall be on parity with the security interest granted to other customers.

   d. Assignment. This Agreement and the Customer's rights hereunder shall not be assignable by Customer.

   e. BUSINESS INVESTMENT SERVICES PROVIDED PURSUANT TO THIS AGREEMENT AND THE INVESTMENT ACCOUNT ARE NOT DEPOSITS AND ARE NOT FDIC INSURED AND INVOLVE RISK, INCLUDING POSSIBLE LOSS OF THE PRINCIPAL AMOUNT INVESTED.

2. **FURTHER TERMS AND DISCLOSURES:**

   a. The market value of the Securities could depreciate before the maturity date, thereby leaving Customer a general unsecured creditor of Horizon Bank in the event of insolvency, for the difference between the Amount of Investment and the market value of the Securities. Questions about the priority of the security interest might be raised by other investors. If a challenge to priority were successful, some investors would have a claim in the Securities which would be paid prior to other claims. The proceeds from a sale of the Securities will be used to pay higher priority claims first and may be inadequate to pay the claims of all investors. Customers would be considered general creditors of Horizon Bank to the extent that their claims were not fully secured. If the Securities must be sold to fulfill Horizon Bank's obligations pursuant to this Agreement, certain expenses of such sale will be paid prior to any payment to general creditors, which may include investors. In the event of a challenge to the transfer of Horizon Bank's security interest in any insolvency proceeding, there could be legal expenses if an investor felt the need to obtain counsel and there could be significant delays in Horizon Bank's fulfilling this obligation to repurchase. Horizon Bank does not intend to sell or otherwise liquidate the Securities in order to perform its obligations under this Agreement, but intends to use funds generated by its normal operation. Horizon Bank has not granted Customer a lien on any other of Horizon Bank's accounts or assets.

b. Until completion of the sweep, funds swept out of the Master Account in payment for your purchase from us of Government Securities pursuant to your Sweep Repurchase Agreement with us will be deposits within the meaning of 12 U.S. C. 1813(I) ("Deposits"), but upon completion of the sweep they will no longer be Deposits, and you will have no interest in them if we fail, but rather will be the legal owner of the Securities thus purchased. Until completion of the sweep, funds swept back into the Master Account as a result of our repurchase of Securities from you pursuant to such Agreement will not be Deposits, and you will have no interest in them if we fail, but rather will continue to be the legal owner of the Securities, but upon completion of the sweep the swept funds will be Deposits again, and you will no longer have an interest in the Securities thus repurchased.

c. Upon termination of Business Investment Service, Customer agrees to sign and deliver to Horizon Bank on a form provided by Horizon Bank a release of its security interest in the Securities. If Horizon Bank has paid to Customer an amount equal to the Amount of Investment, plus any accrued but unpaid interest, the security interest of Customer in the Securities will be automatically released.

d. Horizon Bank reserves the right to substitute other securities for the Securities held in the Investment Account so long as the market value of the Securities after such substitution will equal or exceed the market value of the Securities before such substitution.

e. In the event of any conflict between this Agreement and any other agreement between the Customer and Horizon Bank, including without limitation, the Deposit Agreement or any other agreement with respect to the Master Account, this Agreement shall control as to the transactions contemplated hereto and such other agreement shall control as to the transactions contemplated thereby.

f. The Customer has received a copy of Horizon Bank's most recent annual report and future reports are available upon request. This Agreement and the annual report contain the only information with respect to the transactions contemplated by this Agreement which has been authorized and approved by Horizon Bank. Horizon Bank has not authorized any officer, employee or agent to make any other statements or representations with respect hereto. Any other such statements or representations should not be relied upon.

ONLINE PAYMENT PORTAL

The following sets forth the terms and conditions of the Online Payment Portal described herein provided by Horizon Bank to the Customer.

The Online Payment Portal allows customer to accept payments or donations via their website. ACH Services and/or Merchant Services must also be in place when selecting this Service.

Online Payment Portal Administrator will have responsibility of setting up individual company users. Each company user can be assigned specific duties to ensure appropriate controls are in place.

All transactions received and processed by the current Cut-Off time of 8:00 p.m. (Central Daylight Time) on a business day will be eligible for processing on the day transmitted. Transactions transmitted after Cut-Off time will be processed the following business day.

An Authorized Representative should monitor all transactions, via the Merchant Portal.

Upon completion of transaction, end user will receive receipt while still on website. In addition, a receipt will be sent to end user via email.

A daily ACH limit for your business has been established in accordance with this Agreement. This ACH limit serves to protect you and the bank when unusually large items are presented to your account. If you anticipate a deposit in excess of this limit, please contact Horizon Bank immediately to provide additional information.

Additional fees will apply if merchant elects to include Credit Card processing for Online Payment Portal. Please refer to Processor for pricing details.

When Horizon Bank is required to give written notice, consent, or other response under this Agreement to Customer, such notice shall be sent to the address on file with the Bank for the recipient, by regular mail, postage prepaid. When Customer is required to give written notice, consent or other response under this Agreement to Horizon, such notice shall be sent to the following address by regular mail, postage prepaid:

HORIZON BANK:
Horizon Bank
Attn: Treasury Management Operations
502 Franklin Street
Michigan City IN 46360

EXHIBIT A DEFINITIONS

In addition to the other terms defined elsewhere in this Agreement, the following terms shall have the meanings indicated:

"Account(s)" means the account(s) held at Horizon Bank by the customer outlined in this Agreement

"ACH" means Automated Clearing House, a secure electronic network for transferring funds between financial Institutions

"Agreement" has the meaning set forth on page one of this Agreement

"Authorized Representatives" means appointed Customer officers, employees, agents and other representatives

"Authorized Users" means individuals or entities appointed by an Authorized Representative or by the Online Banking Administrator (OBA) as having the right and authority to use one or more Service(s) provided by Horizon Bank

"Available Funds" means funds on deposit in an Authorized Account and available for withdrawal pursuant to Federal Reserve Regulation CC and Horizon Bank's applicable funds availability schedule and policies as described in the All About Your Deposit Account.

"Banking Day(s)" means a day on which Bank is open and conducting substantially all of its normal activity; typically, Monday through Friday, excluding Federal holidays.

"Business Day(s)" means Monday through Friday, excluding weekends and Federal Holidays.

"Calendar Day" means the actual day(s) on a calendar.

"Check(s)" means a written draft that is payable on demand, drawn on or payable for or at an office of a United States Financial Institution, whether negotiable or not, and payable and endorsed to Customer, and includes Original Checks or Substitute Checks. The term does not include non-cash items or items payable in a medium other than United States Currency.

"Collected Funds" means funds that have cleared the bank and represent the available portion of the bank deposit. Collected funds earn interest, while uncollected funds do not earn interest.

"Communications" means instructions, orders or other communications with Horizon Bank

"Credit Entry" are ACH transactions that deposit funds to an Account and have the meaning provided in the Operating Rules

"Customer" means the Business outlined in the Treasury Management Services Master Agreement

"Cut-Off Time" means the time when system functionality stops processing on each business day for outlined Service. Cut-Off times vary by Service and are noted within each Service.

"Debit Entry" are ACH transactions that withdraw funds from an Account and have the meaning provided in the Operating Rules

"Deposit Agreement" refers to the All About Your Deposit Account Disclosure

"ECCHO" means Electronic Check Clearing House Organization and any other clearinghouse or other organization in which Horizon Bank is a Customer

"EFT" means Electronic Funds Transfer, funds that have been transferred electronically

"EFTPS" means Electronic Federal Tax Payment System

"Entry or Entries" has the meaning provided in the Operating Rules and will also mean the data received from Customer hereunder from which Bank prepares Entries

"Exception Item" means an item that is presented for payment that either does not match the criteria in the Issue Check File or ACH authorized item which produces an exception decision.

"Exception Processing Queue" applies to Positive Pay Service and is a listing of all items that will require the Customer to make a Pay or Return decision prior to the Cut-off Time.

"FET" means foreign currency exchange transactions

"File(s)" related to ACH means a group of entries associated with a given transmittal register and the control totals set forth therein.

“FTC” means Federal Trade Commission

“ILOC” means standby or international letters of credit

“Image(s)” means a digitized image of a Check or any other electronic version of a Check approved by Bank for processing through a Service.

“Information” means User guides, manuals, data, electronic data, media or records, software, processes and other info provided to Customer in connection with Service provided by Horizon Bank.

“Issued Check file” means the uploaded file used for the Positive Pay Service.

“Laws” means any statute, act, rule, ordinance, regulation, regulatory guideline and guidance and official commentary of all federal, state and local governments, including the United States of America, and all political subdivisions, administrations, agencies, departments, commissions, boards, bureaus, or instrumentalities of any of them.

“Target Account Balance” balance that must be maintained in the Master Account outlined in a Sweep. All other funds are swept to the Investment account

“Mobile Device” means a tablet or phone capable of communicating with the System via the mobile Banking App or Web Browser.

“NACHA” means National Automated Clearing House Association and its successor

“NCE” means National Check Exchange

“OBA” means the Online Banking Administrator

“ODFI” means Originating Depository Financial Institution, as defined in the Operating Rules

“OFAC” means the federal Office of Foreign Assets Control

“Offset” means the Horizon Bank account used as the offset of ACH originated Entry

“OLB” means Online Banking Services

“Operating Rules” means the standards, rules and procedures established and amended from time to time by NACHA with respect to ACH

“Originator” means Customer processing transactions to the Receivers account as defined in the Operating Rules

“Payment Order” means Customer’s instruction to Bank, transmitted orally, electronically, or in writing, pursuant to the terms of this Agreement, to pay, or cause another to pay, a fixed amount of money to Receiver

“Person” means an individual or an organized entity such as a corporation, limited liability company, partnership, limited partnership, trust, joint venture and association.

“Processor” means a Horizon Bank designated processor

“Prohibited Checks” has the meaning under Remote Deposit Capture Services, Section 3 (three), checks/Items Deposited and Security Interest.

“Provisional” means a temporary transaction applied to your account during investigation of reported issue

“RDC” means Remote Deposit Capture Services

“RDFI” means Receiving Depository Financial Institution as defined in the Operating Rules

“Receiver” means the individual or entity receiving the credit and/or debit Entries initiated by the Originator as defined in the Operating Rules

“Return Request” means the instruction of Customer to Horizon Bank instructing Horizon Bank not to pay a Positive Pay Exception Item. All ACH debit transactions will be returned as unauthorized.

“Reversal” means a request by Originator to reverse an erroneous Entry as defined in the Operating Rules

“Reverse wire/Drawdowns” means signed Instructions from the Customer to transmit payment orders on behalf of the customer to other banks having relationships with the Customer to make payment to Horizon Bank for credit to the Customer.

“SDA” means Same Day ACH, or Entries that are transferred electronically the same day they are initiated as defined by the Operating Rules

“SEC” means a Standard Entry Class code (TEL, WEB, CCD, TXP…) as defined in the Operating Rules

- “CCD” is a Corporate Credit or Debit Entry (credit or debit to a business bank account)
- “CTX” Corporate Trade Exchange
- “PPD” Prearranged Payment and Deposit entry (credit or debit to a consumer bank account)
- “RCK” is a Re-presented Check
- “TEL” is a Telephone Initiated Transactions
- “WEB” is an Internet Initiated Transactions

“Security Procedures” means Identification codes, encryption, passwords, logon identifications, personal or location identification numbers, repetitive codes, individual user limits, rights and logins, tokens and other security devices, systems and software used to access Horizon Bank Services

“Service(s)” means any service listed in the Treasury Management Services Master Agreement

“Service Provider” means an agent or third party engaged to perform or provide service

“Settlement Date” means the business date upon which the Entry is to be debited or credited to the account of the Customer’s Receiver as defined by the Operating Rules

“Setup Form” means the Horizon Bank Treasury Management Setup Form

“Substitute Checks” means a paper reproduction of an original paper Check

“SVPCo” means Small Value Payments Customer

“SWAP” means interest rate protection agreements

“Third-Party Sender” is a Third-Party Service Provider who operates as an ODFI as defined in the Operating Rules

“Third-Party Service Provider” an organization that provides any functions on behalf of the originator as defined in the Operating Rules

“Third-Party Service Provider Agreement” means an agreement specifically used in relationship with a third-party

“Velocity Limits” A limit containing both the total sum of checks that can be deposited in one day and a total sum of checks that can be deposited over a multiple day time frame.

“We” or “Us” means Horizon Bank

“Wire Transfer Services” means processing by Horizon Bank of payment orders transmitted through Horizon Bank’s Online Banking Service.

“You” or “Your” means the business customer outlined in this Agreement

IN WITNESS WHEREOF, this Agreement, have been executed and delivered by the parties. Customer's use of any Service included in this Agreement is Customer's acknowledgement of and acceptance of the terms and conditions of the Agreement.

(Customer)	HORIZON BANK
*Signature of Authorized Representative	Signature
Printed Name	Printed Name
Business Title	Business Title

Date Date

* The person signing on behalf of Customer is also signing on behalf of any affiliates or Authorized Representatives referenced in the applicable Addendums

AFFILIATE ADDENDUM TO TREASURY MANAGEMENT SERVICES MASTER AGREEMENT

Dated _____________ for CUSTOMER ____________ EIN _________

Each of the following listed affiliates is a party to this Treasury Management Services Master Agreement ("Agreement") and shall be included in the reference to "Customer". Each of the following entities further understands and agrees that it shall be responsible for the payment of any and all liability or indebtedness of the Customer first named in the Agreement and any affiliate named below and Horizon Bank may debit or set-off the accounts of one listed entity to satisfy any amount owed to Horizon Bank by Customer or by another listed entity pursuant to the Agreement.

Additionally, regarding Remote Deposit Capture, the security interest granted by each entity in all its accounts and other deposits to secure obligations to Horizon under the Agreement also secures the obligations of the Customer first identified above and all other entities signing below.

	Business Entity Name	Tax ID
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

By: ______________________________ ______________________________

Signature of Authorized Representative *Print Business Title*

______________________________ ______________________________

Print Name *Date*