

## Wire Transfer Services Agreement

This Wire Transfer Services Agreement (“*Agreement*”) is entered into by and between Centier Bank, an Indiana state-chartered bank (“*Centier*”) and the undersigned customer (“*Customer*”). This Agreement applies to all outgoing domestic, internal and international wire transfers using Fedwire or other wire transfer systems (each a “*Transfer*” and collectively “*Transfers*” or the “*Services*”) originated by Customer or on Customer’s behalf through a Centier branch or by telephone or through online banking, out of Customer’s deposit accounts (each an “*Account*” and collectively the “*Accounts*”), which are governed by the Consumer Deposit Account Terms & Conditions with respect to Consumer Customers and the Business Deposit Account Terms and Conditions with respect to Commercial Customer, as each may be amended from time to time (each the “*Deposit Account Agreement*”). Incoming wire transfers to the Accounts are governed by the Deposit Account Agreement and not this Agreement. To the extent the terms of the Deposit Account Agreement directly conflict with the terms of this Agreement, the terms of this Agreement shall control.

1. Commercial Customers and Consumer Customers. For purposes of this Agreement, “*Commercial Customer*” means an entity (i.e., not a natural person) that maintains an Account at Centier in the entity’s name. A “*Consumer Customer*” is a natural person who maintains an individual or joint account at Centier to which the signatories to this Agreement are the only individual(s) authorized to sign on behalf of the Account. Unless otherwise specified herein, Commercial Customers and Consumer Customers may each be referred to individually as a “*Customer*” and collectively as “*Customers*.”

2. Commercial Customer Representations, Warranties, and Covenants. Commercial Customers represent and warrant that they have taken all action necessary to enter into this Agreement and that entering into this Agreement does not violate any provision of law or any provision of the Commercial Customer’s charter, articles of incorporation, articles of organization, partnership agreement, operating agreement, bylaws or other governing documents, or any other agreement binding upon the Commercial Customer.

3. Centier's Authority to Honor Customer’s Payment Orders; Payment. Customer may authorize Centier to charge Customer’s Account(s) at Centier and transfer funds on Customer’s behalf upon instructions for Transfers communicated to Centier in accordance with the terms of this Agreement. All such Transfer instructions, including amendments and cancellations, are effective as Customer’s “*Payment Order*” (as defined in Subpart B of Regulation J with respect to wire transfers using Fedwire and Article 4A of the Indiana Uniform Commercial Code with respect to other wire transfers). Customer agrees to pay to Centier, and authorizes Centier to charge Customer’s Accounts at Centier for: (i) the amount of each such Payment Order on or before the date the Payment Order is executed by Centier, (ii) any overdrafts in any of its Accounts arising in connection with this Agreement and any related fees, promptly on demand and (iii) Centier’s standard fees related to wire transfers in accordance with the Deposit Account Terms and Conditions agreement and Service Charge Listing governing Customer’s Account, which may be periodically amended.

4. Security Procedures.

(a) Customer acknowledges that the security procedures agreed upon by the Customer and Centier included in Appendix A of this Agreement (the “*Security Procedures*”) provide to Customer a commercially reasonable level of protection against unauthorized funds transfers in light of Customer’s particular needs and circumstances for the purpose of verifying the authenticity of a Payment Order or a communication amending or canceling a Payment Order communicated to Centier in the name of the Customer.

(b) Customer acknowledges that the Security Procedures are used to verify the authenticity and not detect errors in the Payment Orders which are delivered to Centier. Any Payment Order given by Customer or on Customer’s behalf will be effective as Customer’s Payment Order, and Customer will be required to pay Centier the amount of any such Payment Order, whether or not it has been authorized by Customer, and regardless of the actual identity of the sender thereof, if Centier accepts such Payment Order in good faith and in accordance with the applicable Security Procedures. Even if a Payment Order is given in compliance with the applicable Security Procedures, Centier may, in its discretion, delay the execution of that Payment Order until Centier is able to verify the authenticity of the Payment Order by any means reasonably acceptable to Centier including, without limitation, placing a telephone call to any Callback Person. Centier shall not be liable to Customer or any other person for such delay, provided that Centier has acted in good faith.

(c) If Customer adopts a security procedure to communicate any Payment Order to Centier, other than as set forth in the Security Procedures, then Customer will be deemed to have refused the Security Procedures that Centier is offering and recommending as commercially reasonable and, if Centier accepts such Payment Order in good faith, Customer assumes the risk of waiving the Security Procedures recommended by Centier and agrees to be bound by any such Payment Order, to be liable to pay Centier for any such Payment Order, and to indemnify and hold harmless Centier from and against any loss that Centier may incur directly or indirectly from acting on any such Payment Order, whether or not authorized.

5. Wire Transfer Instructions.

(a) As originating bank, Centier relies on Customer for accurate and complete instructions for the receiver/beneficiary bank specifications. Except for an international Transfer or Transfers initiated by or on behalf of a Consumer Customer, Customer must specify the routing instructions for each Payment Order, however, if no such specification is made Customer agrees that Centier may send the Payment Order through such other financial institutions as appears appropriate in Centier's reasonable business judgment. Customer may not specify the routing instructions for an international Transfer or a Transfer initiated by or on behalf of a Consumer Customer, and Centier will send any such Payment Order through any financial institution as appears appropriate in Centier's reasonable business judgment. In executing any Transfers, Centier shall use the funds transfer system, communications system and intermediary bank as Centier deems appropriate with respect to such Transfer. To the fullest extent permitted by law, (i) any such funds transfer system, communications system, or intermediary, agent or sub-agent shall not be a Processor, as defined in Section 12, and shall be deemed to be the agent of the Customer, and Centier shall not be liable for any errors, negligence, suspension, or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Centier shall not be liable for any errors, mutilations, delay, misdelivery, or failure of delivery in the transmission of any Transfer in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control, or other restriction, all such risk being borne by Customer. Erroneous information can (and often does) result in nonpayment or delay of funds and could potentially have a significant monetary impact on the Customer.

(b) In the event Customer requests a transfer of funds in a currency other than U.S. Dollars, Centier may apply its then-current exchange rate for transfers to the place of payment. Customer shall bear any loss due to a fluctuation in currency exchange rates arising from a cancellation of such Transfer or because of a rejection of delivery for any reason. Centier's fees at the outset cover only its costs for such Transfers. Customer shall pay to Centier all additional costs and fees incurred in connection with foreign banks. Customer agrees that if Centier utilizes the services of other banks for the purpose of giving effect to any request or order for the transfer of funds in foreign currency, then Centier does so for the account of and at the risk of Customer.

6. Inconsistent Name and Account Number. Customer is responsible for the contents of each Payment Order delivered to Centier by Customer or on Customer's behalf. Customer acknowledges and agrees that Centier and any receiving bank may rely on the account number (or bank identification number) which appears in any Payment Order issued by Customer or on Customer's behalf without any obligation to look at the name of the receiving person, bank or account which may also appear on the Payment Order, even if that number identifies a person, bank or account different from the person, bank or account identified by name. Unless otherwise provided by applicable law or regulation, if Customer originates a Payment Order containing an inconsistent name and account number (or bank identification number), Customer acknowledges and agrees that Customer will be obligated to pay Centier the amount of the Transfer originated by Centier on the basis of that Payment Order.

7. Cut-Off Times. Payment Orders (other than international Transfers) must be delivered to Centier by 3:30 p.m. Central Standard Time ("CST") on a Business Day if delivered to a Centier branch, or if delivered by telephone, or if delivered through online banking or such other cut-off hours established by Centier from time to time. Payment Orders for any international Transfers must be delivered to Centier by 3:30 p.m. CST or such other cut-off hours established by Centier from time to time. Payment Orders received after cut-off hours will be accepted by Centier and processed the following Business Day ("*Business Days*"). Business Days are Monday through Friday, excluding any holiday on which Centier and/or the Federal Reserve are closed for processing.

8. Honoring Transfer Requests. Centier will be under no obligation to honor, either in whole or in part, a wire request: (a) which exceeds the Customer's collected available balance in the Customer's account from which the Customer wishes to transfer funds; (b) which is not in accordance with any other written agreements between the Customer and Centier; (c) which is not in accordance with the current published Deposit Account Terms; (d) which is not in accordance with this Agreement. Notwithstanding the foregoing, Centier, in its sole discretion and without any obligation to do so, may choose to honor a wire request which may be drawn on uncollected funds or which will result in an overdraft in the Customer's account, and in such instance, the Customer will be liable to Centier for the amount of such uncollected funds drawn upon or such overdraft plus any additional charges and expenses as provided by the current Depository Agreement and Fee Schedule affecting such account, including reasonable attorney's fees and costs of collection, if applicable.

9. Rejection of Payment Orders; Overdrafts. Centier has the right to reject any Payment Order for any reason in good faith, including without limitation, Customer's failure to maintain a sufficient balance in an Account. If Centier rejects any Payment Order which Customer communicates to Centier in accordance with the applicable Security Procedures, Centier will endeavor to notify Customer by phone or other reasonable means no later than the Business Day that the rejected Payment Order would otherwise have been executed by Centier. Centier will have no liability to Customer based on its rejection of any Payment Order, or for the failure, or delay in providing any notice of such rejection. Centier is required by law to comply with regulations issued by the U.S. Treasury Office of Foreign Assets Controls ("*OFAC*"). If any Transfer request involves an entity listed on OFAC's list of Specially Designated Nationals and Blocked Persons, Centier is required by law not to complete the Transfer and must "block" the funds until such time OFAC issues a written release to Centier. If Centier determines that honoring a Payment Order would cause Customer's Account designated in the Payment Order to be overdrawn, Centier may, but has no obligation to, execute the Payment Order and (i) create an overdraft in such Account or (ii) transfer to the designated Account from any of Customer's other Accounts, funds sufficient to cover the deficiency in the designated Account, including the amount of any fee associated with initiation of the Payment Order.

10. Cancellation or Amendment of Payment Orders. Unless otherwise disclosed by Centier to Customer (including, without limitation, as disclosed to consumers initiating international Transfers for personal, family, or household purposes), Customer has no right to cancel or amend a Payment Order after it has been received by Centier. However, Centier will make a reasonable effort to act on a request for cancellation or amendment of a Payment Order, provided that Centier receives such a request before it executes such Payment Order and has a reasonable time to respond to the request, but Centier will have no liability if the requested cancellation or amendment is not accomplished.

11. Duty to Report Unauthorized or Erroneous Payment(s). All Transfers will appear on the Customer's regular account statement. Customer must exercise ordinary care to examine each statement for any discrepancy concerning any Transfer (including without limitation discrepancies in authorization or errors in amount or beneficiary) and to promptly notify Centier of such discrepancies. The amount of time that the Customer has to discover and report such discrepancies will depend on the circumstances, but shall in no event exceed fourteen (14) days from (i) the date Centier makes the account statement available to the Customer, (ii) the date of a notice of Centier's acceptance of a transfer request, or (iii) the date on which other information is made available to the Customer (including without limitation information available via an online banking application) sufficient for the Customer to detect the discrepancy. If the Customer fails to report the discrepancy promptly, Centier shall not be liable for and the Customer shall indemnify and hold harmless Centier from and against any loss of interest with respect to the Transfer and any other loss which could have been avoided had the Customer given such notice. If the Customer fails to notify Centier within sixty (60) days after Centier makes available to the Customer the account statement or other information sufficient to detect the discrepancy, the Customer is precluded from any claim against Centier. If the Customer is a consumer transferring funds internationally for personal, family or household purposes, different reporting rights and requirements will be detailed in the disclosures that Centier provides when such Transfers are initiated.

12. Limits on Liability; Indemnity; Force Majeure. Except as otherwise required by applicable law, Centier's liability to Customer for any loss or damage arising from or relating to this Agreement or the Services, regardless of the form of action, shall be limited to direct losses attributable to Centier's willful misconduct or gross negligence, and in no event will Centier be liable for any punitive, indirect, incidental, consequential or special damages, whether or not Centier has been advised of the possibility of such damages. Customer agrees to indemnify and hold Centier harmless from and against any and all claims, damages, losses,

liabilities and expenses (including reasonable attorney's fees and court costs) arising directly or indirectly from (i) Centier honoring or complying with a Payment Order in Customer's name communicated to Centier and relating to the transfer of funds out of Customer's Account(s) with Centier, whether or not the Payment Order was authorized by Customer, as long as Centier accepts the Payment Order in good faith and in accordance with this Agreement, (ii) Centier honoring or complying with an amendment to or cancellation of a Payment Order under this Agreement, (iii) Centier refusing to accept or process a Payment Order that is communicated to it other than in compliance with the applicable Security Procedures, or (iv) the acts or omissions of Customer (including its Authorized Persons, Callback Persons, agents, employees, and representatives) or any third party, provided, however, that Customer shall not be obligated to indemnify Centier for such claims, damages, losses, liabilities and expenses to the extent they are attributable to Centier's gross negligence or willful misconduct. The provisions of this Section will survive termination of this Agreement. Centier's liability for loss described above shall be limited to an amount of interest on the funds made unavailable to the Customer computed at the average federal funds rate as computed by Centier for the period such funds are unavailable. Centier shall not be liable for (i) any failure or delay in carrying out any of its obligations under this Agreement if such failure or delay results from Centier acting in accordance with applicable laws, regulations, operating circulars, rules, or guidelines (ii) any failure or delay in executing a Transfer if it would result in Centier exceeding any limitation on its intra-day net funds positions established through Federal Reserve guidelines, (iii) any failure or delay resulting from acts of God, strike or stoppage of labor, power failure, equipment failure, adverse weather conditions, or any other cause beyond Centier's control, (iii) any act or failure to act by any other financial institution or any other third party.

13. Termination. This Agreement may be terminated by Customer or Centier at any time by giving thirty (30) days written notice thereof to the other party. Centier may terminate this Agreement immediately upon written notice (including notice delivered via facsimile) to Customer in the event of (i) Customer's breach of a material obligation under this Agreement or applicable law (including nonpayment of any fees or other obligations under this Agreement), (ii) Customer's insolvency, receivership, or voluntary or involuntary bankruptcy, or the institution of any proceeding therefor, or any assignment for the benefit of creditors, or if in the good faith opinion of Centier the financial condition of the Customer has become impaired, (iii) Customer's default under any agreement or instrument between the Customer and Centier, after giving effect to any applicable notice and cure periods, (iv) Centier's decision to close Customer's Account immediately in accordance with the Deposit Agreement, or (v) any requirement under applicable law or regulation to terminate this Agreement or the Services provided hereunder, including, without limitation, Centier identifying Customer on OFAC's list of Specially Designated Nationals and Blocked Persons. Notwithstanding such termination, this Agreement shall remain in full force and effect as to all transactions and Transfers that have occurred or which Centier began processing prior to the date of termination. Upon termination of this Agreement, Customer will promptly pay to Centier all such amounts due or to become due under this Agreement.

14. Processors. Customer acknowledges and agrees that Centier may arrange for some or all of the Services hereunder to be performed or provided by third party processors (each a "Processor"). Customer agrees that each reference to "Centier" in this Agreement may include any Processor selected by Centier to perform some or all of the Services hereunder. Customer further agrees that any such Processor is a third party beneficiary of this Agreement and as such is entitled to rely on, and avail itself of, the provisions of this Agreement as if it was Centier, including, without limitation, the limitation on liability and the indemnities described in Section 12 of this Agreement.

15. Governing Law. This Agreement is governed by the internal laws of the State of Indiana, including the Uniform Commercial Code as in effect in the State of Indiana from time to time, without regard to principles of conflicts of laws, provided, however, that this Agreement shall be governed by Subpart B of Regulation J promulgated by the Federal Reserve Board if all or any part of a Transfer is made through Fedwire.

16. Amendment. Centier may amend any of the terms, conditions, and provisions of this Agreement or the Security Procedures attached. Unless otherwise required by applicable law or specified by Centier, amendments will be effective after any of the following: (i) notice of the amendment is mailed to Customer addressed to Customer's primary mailing address as shown on Centier's records, or (ii) if applicable and permitted, notice of the amendment is provided in electronic form. If Centier is permitted to send a notice electronically, it may provide such notice of amendment to Customer: (a) by e-mail at the e-mail address Centier has on record at the time, (b) by access to a website that Centier will identify in an e-mail notice it sends to Customer at the time the information is available, or (c) by access to a website that generally Centier

will identify to Customer in advance for that purpose. If Customer continues to use the Services after the effective date of any such notice, it will be deemed to agree to the amendment. In addition, if Centier makes amendments which are either favorable to Customer or will have no adverse effect, it will not provide Customer notice, unless required to do so by applicable law. Any provision of this Agreement may be amended or terminated immediately, without notice, to the extent necessary to comply with applicable law.

17. Communications between Centier and Customer. Notice from Customer to Centier shall be delivered by United States mail, or by overnight courier, addressed to 600 East 84<sup>th</sup> Avenue, Merrillville, Indiana 46410-6366 and will be effective when Centier has actually received the notice at the address listed above, and has had a reasonable time to act on any such notice. Centier may rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by Customer or Customer's authorized representative. Centier is authorized (but not obligated) to record any telephone conversations between Centier and Customer (including its purported authorized representatives). In connection with confirmations of any Payment Order in accordance with the Security Procedures, Customer expressly consents to receiving communications at any phone number provided by Customer from Centier and Centier's agents. Such communications may include, but are not limited to, text messages, prerecorded or artificial voice message calls and/or calls made by an automatic telephone dialing system.

## APPENDIX A SECURITY PROCEDURES

The information provided on this page details the security procedures applicable to **wire transfers** only. Centier recommends **a copy of this document is retained by the Customer for future use.**

**Wire Transfers Initiated in Person at a Centier Branch Office:** Centier will verify the identity of the individual initiating the Transfer in person through the branch offices by various means, which may include review of identification documentation. Customer should contact a branch office for additional information regarding eligible identification documentation. In addition to the foregoing, Centier will determine that the individual initiating the Transfer has been designated as an Authorized Person in accordance with Centiers' records.

**Wire Transfers Initiated and Confirmed by Telephone:** Centier will require that a Telephoned Wire Request Authorization Form ("*Form*") is completed and on file. Centier will determine that the individual initiating the Transfer is an Authorized Person. Centier will determine that the Authorized Person has authority to transfer with respect to the Account and that the wire amount does not exceed the maximum amount as listed on the Form. Centier will complete a call back to the Representative(s) authorized to verify the Transfers as outlined on the Form. Centier may record the telephonic Transfer requests or approvals.

**Wire Transfers Initiated through Consumer Online Banking:** Centier will require that a Consumer Online Banking Wire Request Authorization Form ("*Form*") is completed and on file. Centier's Consumer Online Banking service must be accessed using valid access credentials. The Transfer must be submitted through the Consumer Online Banking wire transfer payment service. The Transfer must specify a deposit account (i) designated for Service, and (ii) which access credentials used have authority to make transactions. The Transfer must be within (i) dollar limits set for the Service, and (ii) any lower dollar amount set for the particular access credentials. In Consumer Online Banking, the Transfer must be verified through transaction-based authentication service via SMS text message ("*SMS*") (also called "Enhanced Account Protection" or "*EAP*"). EAP is a free service that requires a user to enter a code received by SMS for additional authentication before a Transfer will be executed. The Customer bears sole responsibility for maintaining strict secrecy and security of all access credentials, any PIN for transaction-based authentication service via SMS, and any other identifiers, codes, tokens, passwords, or the like (collectively "Identifiers") issued for purposes of security, identification or transaction verification.

So long as Centier acts in good faith to verify a Transfer pursuant to the agreed Security Procedures, any Transfer (or any request to amend or cancel) that uses access credentials or those of authorized user(s) shall be binding and liable for the Customer for that request and payment of any transferred amount, plus transfer fees, even if the Transfer request was not actually initiated or authorized by the Customer. If Centier does not follow the agreed upon Security Procedures, but can prove the Transfer (or request to change or cancel) was originated or made by the Customer, or for the benefit of the Customer, then the Customer will still be liable for the request and any transfer amount plus transfer fees.