

First Merchants Bank Business Mobile Banking Addendum to First Merchants Bank Business Online Banking Service Agreement

(Effective April 2020)

Accepting this Addendum.

By clicking "Agree" when you enroll for business mobile banking services ("Mobile Banking" or "Service"), you agree to the terms and conditions of this Addendum. Additionally, by installing the mobile Application or software necessary to utilize Business Mobile Banking (the "Software") and using Business Mobile Banking, you also agree to be bound by this Addendum. This Addendum supplements First Merchants Bank's Business Online Banking Service Agreement and supplements ([https://www.firstmerchants.com/terms and conditions/business online banking](https://www.firstmerchants.com/terms_and_conditions/business_online_banking)) which you have already agreed to.

END USER TERMS

This service is provided to you by First Merchants Bank and powered by a Third Party (the "Licensor") mobile technology solution. Section A of these End User Terms is a legal agreement between you and First Merchants Bank Section B of these End User Terms is a legal agreement between you and the Licensor.

SECTION A

Thank you for using First Merchants Bank Mobile Banking combined with your mobile device . In case of questions please contact Business Solutions at businesssolutions@firstmerchants.com or call 866.833.0050.

Terms and Conditions

1. The services are separate and apart from any other charges that may be assessed by your wireless carrier. You are responsible for any fees or other charges that your wireless carrier may charge for any related data

or message services, including without limitation for short message service.

2. The services are provided by First Merchants Bank and not by any other third party. To enroll in Business Mobile Banking and Business Mobile Deposit Service, you must also be a subscriber to First Merchants Bank's Business Online Banking service ("Online Banking"). You acknowledge that you have read and agreed to the terms and conditions of the First Merchants Bank's Business Online Banking Service Agreement ("Service Agreement") which applies to these End User Terms. You also acknowledge and agree to these End User Terms which supplement the Service Agreement when you enroll in Business Mobile Banking, and/or Business Mobile Deposit Service. (You may review the First Merchants Bank's Business Online Banking Terms and Conditions by visiting https://www.firstmerchants.com/terms_and_conditions/business_online_banking)
3. Per the Business Online Banking Service Agreement: The Administrator shall establish separate user credentials, where required by the Business Online Banking Services and Mobile Banking, for each Authorized Representative, as well as the user privileges on each Authorized Representative's authority to access information and conduct transactions including Mobile Banking, subject to any maximum limitation imposed by FMB.
4. We are not responsible or liable for the acts, omissions, systems or services provided by the Licensor or any of the provisions of Section B which is the responsibility of the Licensor.
5. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to terminate, discontinue or suspend any service at any time.
6. We may terminate Online Banking services as provided in the Service Agreement, and may terminate Mobile Banking and/or Business Mobile Deposit Service at any time, including if you or your accounts are not eligible for any service, if we believe you are in breach of your account agreement with us, the Service Agreement or these End User Terms, or in the event your mobile service terminates or lapses.

Mobile Banking

As used in these End User Terms, "Mobile Banking" means a service that allows you to use a mobile device (like an iPhone® or smartphone, sometimes also called a wireless device) to access First Merchants Bank's Business Online Banking service. "Mobile device" means a device specified by us, not a personal computer including a mobile phone or personal digital assistant (PDA) that is Internet (Web) enabled.

1. Not all the Online Banking services or the functionality on the Business Online Banking website are available when you use a mobile device, and Mobile Banking and functionality available to you may vary based on the mobile device you use. For those Online Banking services available through your mobile device, the Online Banking services may use different terminology and appear in different formats when viewed through your mobile device. You may be required to follow different instructions to access Online Banking services through your mobile device. Processing of payment and transfer instructions may take longer through Mobile Banking.
2. Your wireless provider's standard rates apply to Internet access, including data and messaging rates. We do not charge for any content; however, downloadable content may incur additional charges from your wireless provider. Please contact your wireless provider for information about your Internet access, data and messaging plans. Your wireless provider may impose Internet access, data, message and/or charge limitations that are outside of our control, for using this service on your account. All such charges are billed by and payable to your wireless provider. You are responsible for any charges from your wireless provider. We are not responsible for any damages resulting from your failure to comply with any terms and conditions of your wireless provider.
3. You represent that you are the owner or authorized user of the mobile device you use to receive our Mobile Banking service, and that you are authorized to approve the applicable charges. We may use the telephone or mobile phone number, email address or other delivery location we have in our records for you or other such information as you may provide to us to contact you for Mobile Banking.
4. We will not be liable for any delays or failures in your ability to access our Mobile Banking service.

5. You understand and agree that Mobile Banking messages may not be encrypted and may contain personal or confidential information about you, such as your mobile phone number your wireless providers name, and the date, time, and content of any mobile banking messages including account , balance, activity, and status of your accounts and other information that you or we may provide. We may use this information to contact you and to provide the services you request from us, and to otherwise operate, develop and improve the Mobile Banking service.
6. Your wireless provider and other service providers may also collect data from your Mobile Banking usage, and their practices are governed by their own policies. We are not responsible or liable for the acts or policies of such service providers. We will only use the information you provide to us from your Mobile Banking usage in connection with our Online Banking service. Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property.
7. When you complete forms online or otherwise provide us with information in connection with our Mobile Banking service, you agree to provide accurate, complete and true information. We will not be responsible or liable for losses or damages arising from any disclosure of your account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through Mobile Banking.
8. Our Mobile Banking service, as well as the content and materials you may receive or access through your use of our service, are proprietary to us and our licensors, and are for your use only. You will not damage, impair, interfere with, or disrupt our Online Banking service or its functionality.
9. You agree that if you are using our Business Mobile Banking service outside the United States, you are responsible for having access to the appropriate wireless and/or telecommunications networks and are responsible for all associated fees and charges.
10. We reserve the right to alter charges and/or these End User Terms from time to time, and we reserve the right to discontinue our Mobile Banking service at any time without notice. We may suspend or terminate

the service to you if we believe you are in breach of our End User Terms, the Service Agreement or your account agreement with us. The service is also subject to termination in the event your wireless service terminates or lapses.

Mobile Banking is provided for your convenience and does not replace your monthly account statement, which is the official record of your account. Mobile Banking, including instructions for payment, transfer and other transactions, may be delayed, interrupted or otherwise negatively impacted by factors relating to your mobile device, your Internet service provider, wireless provider or other parties, or due to other reasons outside of our control. We will not be liable for any such delays, interruptions, or negative impacts to Mobile Banking and you agree that neither we nor our service providers will be liable for any errors or delays in the content, or for any actions taken in reliance thereon.

You agree to indemnify, defend and hold us harmless from and against any and all claims, losses, liability, cost and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Banking service and your provision of a telephone or mobile phone number, email address, or other delivery location that is not your own or your violation of applicable federal, state or local law, regulation or ordinance. Your obligation under this paragraph shall survive termination of these End User Terms

Mobile Deposit Service

1. The Business Mobile Deposit Service allows you to make deposits of the electronic image of a check or Substitute Check (each an "item") to your eligible Accounts by capturing an electronic image of the item with a capture device (such as a camera) on your Mobile Device and submitting images and associated information to us for processing. All terms and conditions of the Mobile Banking Services provided above apply to the Mobile Deposit Service.
2. An account must be open for at least thirty (30) days before it is eligible for Business Mobile Deposit services.
3. Eligible Items.

You agree:

- a. to deposit only images that originated as paper checks, and no third-party or electronic checks may be deposited using the Mobile Deposit Service;
- b. to implement and maintain security measures, including firewall protection, in compliance with your obligations under these End User Terms;
- c. to keep your email address updated within Online Banking;
- d. to properly endorse all items using the Business Mobile Deposit Service as stated in Section 6 below;
- e. not to deposit items into your account unless you have authority to do so;
- f. after you submit an item for deposit using the Business Mobile Deposit Service you will not redeposit, otherwise transfer or negotiate the original item;
- g. after you submit an item for deposit you are solely responsible for the storage or destruction of the original item as further provided below;
- h. the electronic image of the item will become the legal representation of the item for all purposes;
- i. any image we receive accurately and legibly represents all of the information on the front and back sides of the original item as originally drawn; and
- j. To promptly provide us with a written notice of any claim you receive regarding the Mobile Deposit Service.

4. Restrictions and Limitations.

You agree not to use the Business Mobile Deposit Service to deposit any of the following Items:

- a. Checks payable to any person or entity other than the person or entity that owns the account that the check is being deposited into
- b. Checks containing an alteration on the front of the check or item, or which you know or suspect, or should know or suspect, are fraudulent or otherwise not authorized by the owner of the account on which the check is drawn
- c. Checks payable jointly, unless deposited into an account in the name of all payees.
- d. Checks previously converted to a substitute check, as defined in Reg. CC.
- e. Checks drawn on a financial institution located outside the United States.
- f. Checks that are remotely created checks, as defined in Reg. CC.
- g. Checks not payable in United States currency.
- h. Checks dated more than 6 months prior to the date of deposit.

- i. Checks or items prohibited by FMB's current procedures relating to Mobile Deposit or which are otherwise not acceptable under the terms of your FMB account.
- j. Checks payable on sight or payable through Drafts.
- k. Checks with any endorsement on the back other than that specified in this agreement.
- l. Checks that have previously been submitted through Mobile Deposit or through a Mobile deposit capture service offered at any other financial institution.
- m. Checks or items that are drawn or otherwise issued by the U.S. Treasury Department

5. Contact.

First Merchants Bank will notify you via the email address that you provided within Business Online Banking. You agree that this email address is up to date and a valid email address to contact you. You may change this email address within Business Online Banking. We will notify you by email after a deposit has been received, approved, and/or declined. We may also contact you by this email address if necessary to resolve any deposit disputes.

6. Image Quality.

The image of an item transmitted using the Business Mobile Deposit Service must be legible and clear. It must not be altered. It must capture all pertinent information from the front and back of the item. Image quality must comply with industry requirements established and updated by the ANSI, Federal

Reserve Board and any other regulatory agency. You authorize us to convert items to IRDs or transmit them as an image. If the electronic files and/or images transmit to us with respect to any item do not comply with our requirements for content and/or format, we may, in our sole discretion:

- a. further transmit the item and data in the form received from you;
- b. repair or attempt to repair the item or data and then further transmit it;
- c. process the item as photocopies in lieu of originals; or
- d. return the data and item to you unprocessed and charge back your account.

7. Endorsement.

You agree to properly endorse all items captured and submitted using the Mobile Deposit Service. This should include an authorized signature (s) from the named payee(s). It is also suggested that you write "For First Merchants Bank Mobile Deposit Only." This will help prevent a duplicate deposit being made.

8. Processing Time and Availability of Funds.

We may return or refuse to accept all or any part of a deposit to your account using the Service at any time and will not be liable for doing so even if such action causes outstanding checks or other debits to your account to be dishonored and returned. Images of items transmitted by you are not considered received by us until you receive an electronic confirmation of the receipt of the deposit from us. Receipt of the confirmation from us does not mean that the transmission was error-free or complete, you may still receive a declined deposit email if the deposit is outside our guidelines. Once items have been approved through the Mobile Deposit Service, they are subject to our Funds Availability Policy. The bank reserves the right to place an additional hold on items deposited. i....

9. Disposal of Transmitted Items.

You are responsible for retaining each original item in a safe and secure environment in accordance with applicable laws as in effect from time to time. You will store the original items and take appropriate measures to ensure they are not deposited a second time. You will promptly (but in any event within seven (7) Business Days) provide any retained original item to us as requested to aid in the clearing and collection process to resolve claims by third parties with respect to any item or as we otherwise deem necessary. After forty-five (45) days following transmittal to us and receipt of a confirmation from us that the image of the item has been received, you agree to mark the item as "VOID" and properly dispose it to ensure it is not presented for deposit again.

10. Restrictions and Limitations.

You agree your deposits using the Business Mobile Deposit Service will not exceed the limitations, and may be changed from time to time.

Payment Limit (The maximum single item amount a user may deposit through Mobile deposit capture): **\$10,000**

Daily Limit (Maximum cumulative amount a depositor may deposit in a single day. The cumulative total for all accounts will apply towards this limit): **\$10,000**

Daily Limit Count (Maximum number of deposits a depositor can make in a single business day): N/A

Multi-Day Limit (Maximum cumulative amount a depositor may deposit over the course of a defined multi-day period): N/A

Multi-Day Limit Count (Maximum number of deposits a depositor can make over the course of a defined multi-day period): N/A

Multi-Day Limit Period (Number of days that constitutes the multi-day period): **22 Business Days**

11. Minimum Hardware and Software Requirements.

In order to use the Mobile Deposit Service, you must obtain and maintain, at your expense, compatible hardware and software including but not limited to an Internet and mobile phone compatible of capturing an electronic images

12. Eligibility, Termination and Changes.

You must meet the eligibility requirements as defined by the bank and subject to change in order to use the Business Mobile Deposit Service. We have the right to suspend or terminate the Business Mobile Deposit Service at any time if you or your accounts(s) do not meet our eligibility requirements or if you are in violation of these End User Terms, the Online Agreement, or Account Agreement. We may also terminate the Business Mobile Deposit Service in the event your wireless service terminates or lapses. We also reserve the right to change the eligibility requirements and Business Mobile Deposit Service at any time without notice to you.

13. Errors.

You agree to promptly review each account statement and notify us of any errors. All deposits made through the Business Mobile Deposit Service will be deemed to be correct, unless you notify us of any errors to your deposits. We must hear from you no later than 60 days after we sent the FIRST statement on

which the problem or error appeared or as otherwise specified in your Online Agreement and Account Agreement.

14. Changes.

We reserve the right to change the Business Mobile Deposit Service at any time without notice to you. We reserve the right to change the fee structure for this service at any time. We reserve the right to deny, suspend or revoke access to the Business Mobile Deposit Service immediately, in whole or in part, in our sole discretion, without notice, if we believe you are in breach of these Sections or this Agreement or another agreement related to your Account with us, or are otherwise using or accessing the Business Mobile Deposit Services inconsistent with the terms and conditions hereof. Further, we have the right to suspend the Business Mobile Deposit Service immediately in the event of an emergency or in the event of acts or circumstances beyond our control. Any termination will not affect any obligations arising prior to termination, such as the obligation to process any items that were processed or in the process of being transmitted or collected prior to the termination date, or any returns prior to termination.

SECTION B

END USER LICENSE AGREEMENT TERMS FOR THE DOWNLOADABLE APP to be Agreed to by End User Prior to Use of the Downloadable App

1. Ownership. You acknowledge and agree that a third party provider or licensor to your financial services provider ("Licensor") is the owner of all right, title and interest in and to the downloaded software to be used for access to mobile banking services from your financial services provider and the computer programs contained therein in machine readable object code form as well as any accompanying user documentation along with all subsequent copies, updates or versions thereof which are made available to you (if any), regardless of the media or form in which they may exist (collectively the "Software").
2. License. Subject to the terms and conditions of this Agreement, you are hereby granted a limited, nonexclusive license to use the Software in accordance with the terms of this Agreement. All rights not expressly granted to you by this Agreement are hereby reserved by the owner of

the Software. Nothing in this license will entitle you to receive hard-copy documentation, technical support, telephone assistance, or updates to the Software. This Agreement may be terminated at any time, for any reason or no reason. Upon termination, you agree to immediately destroy all copies of the Software in your possession or control.

3. Restrictions. You shall not: (i) modify, revise or create any derivative works of the Software; (ii) decompile, reverse engineer or otherwise attempt to derive the source code for the Software; (iii) redistribute, sell, rent, lease, sublicense, or otherwise transfer rights to the Software; or (iv) remove or alter any proprietary notices, legends, symbols or labels in the Software, including, but not limited to, any trademark, logo or copyright.
4. Disclaimer Warranty. THE SOFTWARE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. NO WARRANTY IS PROVIDED THAT THE SOFTWARE WILL BE FREE FROM DEFECTS OR VIRUSES OR THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED. YOUR USE OF THE SOFTWARE AND ANY OTHER MATERIAL OR SERVICES DOWNLOADED OR MADE AVAILABLE TO YOU THROUGH THE SOFTWARE IS AT YOUR OWN DISCRETION AND RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THEIR USE.
5. Limitations of Warranty. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL LICENSOR, THE PROVIDER OF ANY FINANCIAL SERVICES AVAILABLE THROUGH OR RELATED TO THE SOFTWARE, ANY OF THEIR CONTRACTORS OR

PROVIDERS OR ANY OF EACH OF THEIR AFFILIATES BE LIABLE FOR ANY DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, INCLUDING BUT NOT LIMITED TO ANY GENERAL, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH ANY CLAIM IS BASED. IN ANY CASE, LIABILITY OF LICENSOR OR ANY OF THE OTHER PERSONS OR ENTITIES DESCRIBED IN THE PRECEDING SENTENCE ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE SHALL

NOT EXCEED IN THE AGGREGATE THE LESSER OF \$10.00 OR THE SUM OF THE FEES PAID BY YOU FOR THIS LICENSE.

6. U.S. Government Restricted Rights. The Software is commercial computer software subject to RESTRICTED RIGHTS. In accordance with 48 CFR 12.212 (Computer software) or DFARS 227.7202 (Commercial computer software and commercial computer software documentation), as applicable, the use, duplication, and disclosure of the Software by the United States of America, its agencies or instrumentalities is subject to the restrictions set forth in this Agreement.
7. Miscellaneous. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement will be governed by and construed in accordance with the laws of the state of California excluding that body of laws pertaining to conflict of laws. If any provision of this Agreement is determined by a court of law to be illegal or unenforceable, such provision will be enforced to the maximum extent possible and the other provisions will remain effective and enforceable. All disputes relating to this Agreement are subject to the exclusive jurisdiction of the courts of California and the parties expressly consent to jurisdiction and venue thereof and therein. The parties confirm that this Agreement and all related documentation is and will be in the English language. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby expressly waived and excluded.
8. Content and Services. Neither Licensor nor the provider of the wireless network is the provider of any financial services available through or related to the Software, and neither Licensor nor the provider of the wireless network or any contractor of the provider of the financial services available through or related to the Software, is responsible for any of the materials, information, products or services made available to you via the Software.