



Important information about Overdraft and other fees

The following Personal Account Terms and Conditions document contains information about Overdraft fees, NSF fees and Stop Payment Order fees that go into effect on January 3, 2023.

Effective January 3, 2023, we will change how we charge for overdrafts and Non-sufficient funds (NSF) transactions.

- We will lower to \$35 the fee when we honor and pay an item that causes your account to be overdrawn (Overdraft fee), or if we return an item unpaid NSF transaction (NSF fee).
- We will reduce to three the number of combined Overdraft fees and/or NSF fees we will charge per day.
- We will no longer charge a fee for accounts that remain overdrawn for five days or more.
- Rather than waiving overdraft fees based on your account balance being overdrawn \$5 or less, we will waive the overdraft fee on any item that is \$5 or less and causes your account to be overdrawn.

In addition, our Stop Payment Order fee will be reduced to \$35.

Until January 3, 2023, the following fees apply to your account.

- Lake City Bank will charge your account a \$38 fee for each transaction causing an overdraft (up to and including six per day) unless the amount of the overdrawn balance is \$5 or less.
- Lake City Bank will charge \$38 Overdraft fee if the item is paid or a \$38 NSF (Non-Sufficient Funds) fee if the item is returned.
- If you don't bring your account to a positive balance, Lake City Bank will charge an additional Overdrawn fee of \$25 on the fifth day of a continuous negative balance (up to and including four fees per occurrence).

Our Stop Payment Order fee is \$37.

If you have questions, contact our One Call Center at (888) 522-2265.

A. INTRODUCTION

This document contains the personal account terms and conditions ("Terms and Conditions" or the "Agreement") that govern the relationship between Lake City Bank ("bank" or "we" or "us") and you ("you" or "your"), along with any other agreements, terms, conditions, rules, user guides, and policies (collectively, the "Related Agreements") applicable to your loan accounts, safe deposits, and any other products, accounts, or services provided by us, whether opened now or in the future, except as otherwise specifically provided in this Agreement or other agreements with us. Your relationship with us is also governed by state and federal laws ("Applicable Law") that is too large and complex to be reproduced here, and which may change from time to time. The purpose of this Agreement is to: (1) summarize the rules applicable to common transactions; (2) establish rules to govern transactions not regulated by state and federal law; (3) establish variations that will apply to certain rules, events or transactions permitted by Applicable law; and (4) provide you with certain disclosures and information regarding our policies as required by law. By signing the Signature Card, or by your use or continued use of any account or account services after receiving this Agreement or any Related Agreement, notice of its availability or notification of any change in terms, you, jointly and severally, agree that you understand and agree to the terms and conditions stated in this Agreement, as amended from time to time. If you have any questions regarding any term or condition in this Agreement, please ask us before signing the Signature Card or using any of our services.

Please read these information pieces carefully and keep them in a safe and convenient place. This Agreement may be amended or revised by us at any time, and any change in the Agreement shall be effective at the earliest time allowed by law. This Agreement is binding upon all parties hereto and their heirs, successors, assigns and any other person claiming any right or interest under or through said parties.

ARBITRATION AND CLASS ACTION WAIVER. *Please note that this Agreement contains a binding Arbitration and Class Action Waiver provision which affects your rights with respect to any claims or disputes by or against Lake City Bank in connection with any services you receive from us, unless otherwise agreed to in writing. Please closely review the Arbitration and Class Action Waiver section of this Agreement.*

This document is designed to make your relationship with Lake City Bank easy to understand. If you have questions relating to this information, please stop by one of our convenient branch offices, call our One Call Center at (888) 522-2265 or email us at lcbdirect@lakecitybank.com.

IMPORTANT – Do not include your account number if contacting us via email since email is not a secure form of communication.

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B. ACCOUNT AND ACCOUNT SERVICES AGREEMENT - GENERAL TERMS AND CONDITIONS

1. Terms, Conditions and Limitations of Your Relationship with Lake City Bank. The purpose of Section B is to state the terms and conditions that apply to all of your accounts, account services or other relationships with us, including without limitation, loan, safe deposit, and other services. You understand that any Related Agreements remain in full force and effect and continue to be applicable, except as specifically modified by this Agreement. This Agreement and the Related Agreements are intended to be read as complimentary to one another. To the extent of a direct conflict between this Agreement and any Related Agreement, the Related Agreement shall control, unless otherwise stated. Further, to the extent that the terms of a specific subsection of this Agreement vary from the terms set forth in this section, the specific terms and conditions of the subsection will govern our relationship with you.

2. Definitions.

"Access Credential" means any card, electronic Access Credential (app, website, digital banking, etc.), codes, passwords, or personal identification numbers, biometrics, account number, equipment, or software that is provided to allow you to access and/or initiate the transfer or movement of funds other than by paper.

"Actual Balance" or "actual balance" (sometimes also referred to as the "ledger balance") means the amount of money that is actually in your account at any given time. It reflects transactions that have posted to your account, but it does not include transactions that have been authorized and are pending.

"Administrative Charges Disclosure" means the disclosure describing those fees and charges associated with your account, as amended from time to time.

"Annual Percentage Yield" ("APY") means a percentage rate reflecting the total amount of interest paid on an account based on the interest rate and the frequency of compounding to occur for every day of the year, and calculated on the Collected Balance (principal) on deposit each day.

"Applicable Law" means applicable state and federal laws, including without limitation, the Uniform Commercial Code, as enacted in the State of Indiana, the Rules, the EFTA, federal, state and local laws and regulations, each as may be amended from time to time, applicable to Bank or Company, including, without limitation, Regulation CC, 12 CFR Part 229 ("Regulation CC"), all "Operating Circulars" promulgated by the Board of Governors of the Federal Reserve System, and the regulations promulgated by the Office of Foreign Assets Control ("OFAC").

"Authorized User" means any Owner of an account, or to whom any Owner has at any time given any information, Access Credential or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. If you authorize anyone to use your Access Credentials that authority shall continue until you specifically revoke such authority by notifying Lake City Bank in writing or as required by Applicable Law. If you fail to maintain the security of an Access Credential, and we suffer a loss, we may terminate any or all of your account services immediately. *This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.*

"Available Balance" or "available balance" means the amount of money in your account at any given time that is available to you to use for subsequent transactions pursuant to Regulation CC and the bank's applicable funds availability schedule and policies. The available balance may take into account holds placed on deposits and pending transactions (such as pending debit card purchases, and credits including but not limited to ACH credits, OTC deposits, POS refunds) that have been authorized but that have not yet posted to your account, but may not accurately reflect checks you have written, or other transactions you may have authorized that we are not aware of.

"Business Day" or "business day" means every day the bank is open to transact business except Saturday, Sunday, or Federal holidays. The current business day ends when the branch office closes or as posted in each individual location.

"Check" means any paper document signed by the depositor, used to transfer funds from a checking account, whether or not the account bears interest. A "remotely created check" is a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

"Collected Balance" means the "Actual Balance" as of the prior day's closing, minus any holds related to deposited checks not drawn on Lake City Bank.

"Deposit" means a credit, or addition, to a customer's account by any method.

"Electronic Check" or "E-Check" means the electronic image of, and electronic information derived from, a paper Check.

"Instrument" means a negotiable instrument as defined by Articles 3 and 4 of the Uniform Commercial Code pursuant to the laws of the State set forth in this Agreement.

"Interest Rate" means the annual rate of interest paid on an account which does not reflect compounding.

"Maintenance Fee" or "maintenance fee" means a charge the bank will assess against your account if you fail to meet the minimum product requirements as described in the applicable Product Disclosure. The Maintenance Fee is subject to change in accordance with the Administrative Charges Disclosure.

"NACHA" means the National Automated Clearing House Association (also known as the Electronic Payment Association).

"Owner" means the person who has a present Ownership interest in the sums on deposit in the multiple party (joint) accounts with Lake City Bank, subject to the bank's lien rights or any security interest. A person is not an "Owner" unless specifically designated as such in a completed and signed Signature Card.

"Product Disclosure" means the document we provide you describing the features of your account, as amended from time to time.

"Signature Card" means the agreement you signed to open or update your account at Lake City Bank, or other such agreement required to open an account with the bank.

"Statement Cycle" means the time period for which statements for your account will be furnished as described in Section D of this Agreement.

"Successor Custodian" means upon the death of the Custodian the individual designated as the successor custodian on a signature card related to an IUTMA account.

"Transaction" or "transaction" is sometimes referred to as an "item" in this Agreement, and means any credit, deposit, withdrawal, funds transfer, order, payment request, payment purchase via Point of Sale ("POS") transaction or otherwise, or other instruction relating to any account or account service provided by Lake City Bank.

"Withdrawal" means a transfer of funds out of an account by any means accepted by the bank, whether by check or other written authorization, automated teller machine ("ATM"), other electronic means or by telephone request.

3. **Inappropriate Transactions.** You agree not to use any Lake City Bank accounts or services, including but not limited to loans, to make or facilitate any illegal transactions as determined by Applicable Law; and that any such use, including any such authorized use, will constitute a breach of this Agreement. Certain Applicable Law or third party service providers' rules may limit or prohibit certain transactions that we believe to be illegal or unenforceable (regarding your obligation to pay us or otherwise); or which is otherwise limited or prohibited, including but not limited to any transaction involving or relating to illegal gambling activity or other illegal activity. Such prohibition or limitations may affect some otherwise proper or allowable transactions such as debits, charges or other transactions that may be at or relating to a hotel-casino. You understand and agree such limitations or prohibitions are not within the bank's control and that Lake City Bank will not have any liability, responsibility, or culpability whatsoever for any such use by you or an Authorized User; or for declining to accept, process, or pay any such transaction. You further agree to indemnify and hold Lake City Bank harmless from any suits, liability, damages, or adverse action of any kind that results directly or indirectly from such illegal use of your account.
4. **Taxpayer Identification Numbers and Certification.** Pursuant to the Signature Card used to establish your account with us, you provided a certification regarding the accuracy of your taxpayer identification number (usually your Social Security Number) and whether your account is subject to backup withholding under the Internal Revenue Code. You acknowledge and agree that this certification applies to any and all accounts you have with us now or in the future, unless you provide written notification to us that specifically provides otherwise.
5. **Transaction Limitations and Lake City Bank Business Days.** Except as may be otherwise specifically provided in this Agreement, all transactions after the close of business on a business day we are open, or received on a day that we are not open for business will be treated, transmitted, recorded, etc., as applicable, and appropriate as if received on the next business day that we are open. Deposits, orders, instructions, requests, etc., received by mail, electronically, at an unstaffed facility, drop box, or outside depository will be processed and credited only when actually received by us and become available for processing, and we shall have no responsibility until we actually receive any transaction, and it becomes available for processing.
6. **Determining Your Account Balance.** Your account has two kinds of balances: the actual balance (sometimes referred to as the ledger balance) and the available balance. We use your available balance when determining whether or not to authorize a new transaction, but we use your actual balance after the daily cutoff time to determine whether to charge an overdraft fee for every transaction presented for payment against insufficient funds, or a non-sufficient funds ("NSF") fee every time a transaction is presented against insufficient funds that has to be returned. Unless otherwise noted in this Agreement, all references to your account balance are to your actual balance.
7. **Deposits.** Because checks and other non-cash items deposited must be presented for payment to the bank on which they are drawn, we cannot give immediate credit for these items. All non-cash items deposited, including checks drawn on Lake City Bank will be given provisional credit until the item is finally collected. To determine that an item has been collected, we have the right to wait what we believe is a reasonable time after the item has been deposited before you may withdraw the funds. Therefore, we may at any time refuse to permit withdrawals from an account balance which is provisional, even though our general practice may be to the contrary. If an item deposited to an account is not paid according to its terms, the provisional credit to the account will be reversed. Further collection of the item is your responsibility. We may debit your account at any time and notwithstanding the running of the drawee bank's midnight deadline.

Unless otherwise provided in the Product Disclosure, your account will be charged for any check or other deposited item that is returned or is not collectable for any reason. You will not receive notice before a charge is made. You will be notified after your account has been charged. We may require all items presented for deposit, including items payable to bearer or to cash, to be endorsed in our presence by the person depositing them. We may, at our sole discretion, supply any missing endorsements on items submitted for deposit. We reserve the right for any reason to refuse a deposit or to return all or any part thereof.

If you receive direct deposits for Social Security or similar benefits from any organization or the government, we reserve the right to reverse deposits made after the death of the beneficiary and return the funds to the sending organization. The depositor will provide all of the warranties and indemnities of the reconverting bank, as described in Regulation CC, Subpart D, for all substitute checks deposited without a written agreement with Lake City Bank to do so. Exceptions may be made for the deposit of returned substitute checks.

8. **Withdrawals.** You must maintain a sufficient actual balance in your account to pay the withdrawals you authorize. We may refuse to honor any check or withdrawal request if there is an insufficient actual balance in the account any time throughout the banking day and assess a charge against your account. Should we honor a check or withdrawal against an insufficient actual balance, the resulting account deficit will be immediately due, and a charge will be assessed against your account. These charges are found in the Administrative Charges Disclosure.

We reserve the right to refuse payment of any item that cannot be imaged. We reserve the right to require that you make your withdrawals at the bank location where you opened the account or your account is maintained. Unless we decide to enforce that right, you may make withdrawals at any location during regular business hours by presenting proper identification and signing a withdrawal slip. For electronic withdrawals, refer to Section K of this Agreement - Regulation E – Electronic Banking Network Disclosures in this Agreement.

9. **Notice of Withdrawal.** A non-interest bearing checking account is subject to withdrawal on demand by the presentment of a check drawn on the account. For all interest-bearing accounts, Lake City Bank reserves the right to require a minimum of seven (7) days' notice before withdrawal, as required by federal law. Any payment made by the bank without requiring notice as herein provided shall not be deemed a waiver of the right to require such notice as to any future payment. No notice of withdrawal shall be deemed sufficiently given hereunder until it is received by the bank.
10. **Posting Order.** Many factors determine when a transaction you authorize will actually post and clear your account. Transactions may not clear your account in the same order as you made them, and multiple transactions can also clear on the same day. The order in which we post transactions to your account is not an issue if you maintain a sufficient actual balance in your account. But, if you do not maintain a sufficient actual balance in your account, then the order in which we post transactions may affect the number of overdraft fees you incur.

Lake City Bank will generally post transactions each business day in the following order:

1. Deposits received before the end of the business day.
2. Transactions like cashed checks, fund transfers and wire transfers: Multiple transactions will post from lower amounts to higher amounts.
3. ATM and debit card transactions: Multiple transactions will post in chronological order.
4. Bill payments: Multiple transactions will post in chronological order.
5. Other electronic payments like ACH pre-authorized payments: Multiple transactions will post in chronological order.
6. Checks: Multiple items will post in ascending check number order.

Lake City Bank reserves the right to make exceptions to its posting order at any time and without prior notice, subject to Applicable Law.

11. **Forms.** We reserve the right to only honor checks and requests for withdrawal drawn on forms approved by Lake City Bank and that conform to our printing specifications, including encoding of the account number and consecutive check numbering in machine readable format. Any other checks or forms used that are not authorized by Lake City Bank, may be subject to an additional administrative charge as described in the Administrative Charges Disclosure.

We may at our option, pay any item whether or not the item is properly encoded. You agree we shall have no responsibility to stop payment on any check or other item not conforming to our printing and encoding specifications.

You must notify Lake City Bank as soon as possible of the loss or theft of any forms designed for your account.

12. **Indemnification.** You agree to indemnify and hold Lake City Bank harmless from and against any liability or loss, including court costs, reasonable attorney costs and other expenses, the bank may incur resulting from a delay in the forward collection or return of any item deposited into or issued from your account, caused by improper placement of endorsements or other materials on the back of the deposited or issued item that affects the bank's ability to endorse the item as required by federal regulations. In the event the bank becomes party to any legal proceedings between you and any third party, or between you and any joint Owner, it is agreed that all of the joint Owners will reimburse all liability, costs, charges, fees, and expenses, including attorney and court costs, incurred by the bank as a result of such proceedings.
13. **Set-off.** You agree that all bank accounts in your name, individually or jointly with any other persons, may at the bank's option be applied all or in part toward the payment of any obligation owing Lake City Bank by any one or more Owners of your account. We may do so without prior notice. An obligation includes any debt owing the bank including fees, charges, or other debts due us whether due or not incurred as a maker, endorser, guarantor, or otherwise, and any obligation which now exists or is hereafter acquired. Without limitation, this right of set-off applies to any check or item cashed by the bank or deposited in an account to which an owner of this account is party as a maker, payee, endorser, or guarantor which is not honored according to its terms.
14. **Defaults and Your Credit Reports.** Lake City Bank may report information about your account to third parties such as credit reporting agencies or bureaus, and to any other persons or agencies who in our judgment have a legitimate purpose under applicable law for obtaining information. Late payments, missed payments, insufficient funds transactions or other defaults on your loan and deposit accounts may be reflected in your credit report.
15. **Post-dated and Stale-dated Checks.** Lake City Bank will not be responsible for, and you hereby agree to waive any losses or costs you incur as a result of the payment by the bank of, any check more than six (6) months old or the payment of any check before the date written on the face of it by you. The bank may charge against your account a check that is otherwise properly payable before the date written on the face of the check, unless you give notice to us of the postdating and identify the account number, check number, amount, and date on the check. Your notice of postdating must be received prior to the processing of the check in the normal course of business and with sufficient time to enable the bank to act on your request. A notice of postdating will be assessed a Postdated Check Fee as described in the Administrative Charges Disclosure. When proper and timely notice is provided, the bank will handle the post-dated check in the same manner as a stop payment.
16. **Check Legends.** Lake City Bank will not be responsible for, and you hereby agree to waive, any losses or costs you incur as a result of the payment by the bank of any check which contains any extraneous legends, for example "void after 90 days." In order to avoid payment of these items, a stop payment must be ordered.

- 17. Stop Payment Orders.** If you do not want us to pay a specific transaction such as a personal Check, you can ask us to place a "Stop Payment Order" ("SPO") on the transaction. An SPO is subject to rules contained in the Uniform Commercial Code as adopted by the State of Indiana and any other Applicable Laws. You can notify us by mail, telephone, or in person. Your SPO will take effect when we record it on your account. A SPO will not be valid and binding on us unless your SPO includes your account number, the number and date of the written Instrument, the names of the payees, and the exact amount of the transaction, and an affidavit when requested by bank. If this is a multiple party account, we will accept a SPO from any Owner regardless of who signed the Check or otherwise authorized the transaction. We will charge you a service charge for any SPO as set forth in the Administrative Charges Disclosure. Your SPO will be effective for a period of six (6) months. You agree that Lake City Bank may, in its sole discretion, confirm any SPO in writing by sending a notice to the address shown in its records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. Lake City Bank will not be responsible for any loss as a result of honoring a Check: (1) more than six (6) months after your written order to stop payment, our written confirmation, (2) through inadvertence, oversight or accident, we honor any post-dated Check; or (3) if you fail to provide us with complete or accurate information. We have no obligation to accept any order to stop payment on any certified Check, cashier's Check, teller's Check, or other Instrument guaranteed by us. You agree to indemnify and hold Lake City Bank harmless if any claim or demand is made against it as a result of our acting in accordance with your SPO. SPOs are not allowed to be placed on electronic POS transactions or Visa® Debit Card transactions. Refer to Section K in this Agreement - Regulation E – Electronic Banking Network Disclosures, for information on your right to stop payment on ACH transactions.
- 18. Statements.** Lake City Bank will provide a periodic statement showing your account activity (deposits, withdrawals, interest, charges, etc.) during the statement cycle. If you have a multiple party account we are only required to provide one periodic statement to any of the account Owners identified on the Signature Card. You understand that when paid, your original Check (or any substitute Check) becomes property of Lake City Bank and may not be returned to you. We have no obligation to retain the originals of any Checks or other documentation. You agree to keep a copy of your original Check in order to verify its validity. If you request us to provide you with an original Check or sufficient copy, you agree that we may provide an electronic image of the original Check or sufficient copy. Further, we may charge you a fee as set forth in the Administrative Charges Disclosure for each requested item or for research as applicable.
- a. Your Duty of Examination.** You understand and agree that periodic statements are made available to you on the date mailed by us or our agent; or are otherwise made available to you. You acknowledge and agree that Checks and other Instruments are also made available to you for review on the date the periodic statement is mailed or made available, even though they do not accompany the statement. You further agree that it is your duty and obligation to carefully and promptly review each periodic statement to verify that each transaction is authorized and accurate. We will have no responsibility or liability whatsoever for any forged, altered, unauthorized, unsigned, improperly endorsed, improperly encoded or inaccurate item if: (1) you do not notify us in writing within sixty (60) days of the mailing date of the earliest periodic statement containing information about or indicating any forgery, alteration, unauthorized signature or transaction, missing signature, improper or missing endorsement, encoding error or other inaccuracy; or (2) any Checks or Instruments are forged or altered in a manner not detectable by a reasonable person, including the unauthorized use of a facsimile signature.
 - b. Your Duty to Notify Us.** You agree that the information in each statement will be considered correct for all purposes and we will have no liability whatsoever unless you notify us of any errors in writing within the time described in this section. If you do not receive a periodic statement, you agree to notify us in writing within fourteen (14) days of the date that the statement is usually sent or made available by us. If you do not so notify us, you will be deemed to have received the statement for all purposes.
 - c. Fiduciary Accounts.** Statements will be provided to the fiduciary upon any trust, custodial or other fiduciary or representative account; and the requirements of this paragraph will be binding on all parties in interest with regard to such accounts pursuant to such delivery. You may have additional duties to notify us about errors or questions regarding electronic funds transfers.
- 19. Change of Name or Address.** You shall promptly notify us of any change of address or your name, including your electronic mail ("email") or other electronic address. While we may attempt to confirm your new address in the event your address changes, we are under no obligation to do so. If you fail to notify us of any change of address, any mail, disclosure or notice to you at any: address provided to us by the U.S. Postal Service, or email address shown by our records or any communication received from you will be deemed properly addressed; and unless otherwise provided by Applicable Law, constitute effective delivery of any item we may be required to provide, regardless of actual receipt by you.
- 20. Power of Attorney and Personal Representatives.** Lake City Bank must approve the form and manner of appointment if you choose to name another person to act as your attorney-in-fact, or in any other representative capacity in connection with your account. If someone is acting in a representative capacity, they shall provide the bank with whatever proof the bank requires in order to verify said representative capacity. Once recorded on the records of the bank the appointment stands until rescinded by you and the bank has received notification of the revocation and has had reasonable opportunity to act on it.
- 21. Death of Account Owner.** We may continue to honor all transactions on your accounts until we receive actual notice of your death. After receiving actual notice, we may honor all transactions you authorized unless we are ordered not to do so by a person claiming an interest in your accounts. We can require any person claiming the funds in your accounts to indemnify us for any losses we may incur as a result of honoring their order. Upon the death of an individual account holder, all funds on deposit shall be paid according

to the express instructions in this Agreement (i.e., Payable on Death Beneficiary). If no express beneficiaries are provided, survive the death of the last account Owner, or can be located via the information provided to Lake City Bank by the Owners, then all funds on deposit will be paid to the estate of the account holder. If there is no estate, then the bank may, but has no obligation to do so, pay the funds to any heir, who will be solely responsible for any further distribution of said funds. Lake City Bank may require documentation satisfactory to it be provided regarding any right, claim or fact regarding any matter related or arising from the payment of funds hereunder. Lake City Bank will have no further obligation or responsibility and you agree that we shall have no liability to you, your estate or any heir, successor or assign relating to the distribution of such funds pursuant to this Agreement. The payment of any funds is subject to our lien or other security interest; and all debts you owe to Lake City Bank will be paid from the funds in your accounts before any payment is made. In case of death of a joint account Owner, the deposits will be subject to additional provisions of this Agreement.

- 22. Joint Accounts.** If your account is in the name of two or more individuals as joint Owners (a "Joint Account"), and the title of the account has the word "or" between the names of the Owners, any or all of the Owners may make deposits or withdrawals. You agree that the bank may follow the orders or instructions of one of the Owners without becoming liable to the others.

If one joint Owner dies, it is a condition and express term of this Agreement with respect to all deposits made and received in the name of two or more persons jointly that without regard to the ownership or source of all or part of the funds deposited, the total amount on deposit upon the death of one Owner, his or her interest in the Joint Account passes automatically to the surviving joint Owners, and that all deposits so made and received shall be made and received in trust to be so paid, but subject to the withdrawals as made by any person so designated during their life. The bank will pay out sums deposited to a Joint Account in the name of two or more persons in accordance with the instructions set forth in the deposit agreement.

- 23. Payable on Death ("POD") Accounts.** You may open an account titled to be payable on death to a beneficiary (a "POD Account"). Subject to the conditions applicable to Joint Accounts set forth below, under Indiana Law, your interest in the POD Account will pass to the beneficiary when you die. As a general rule, the beneficiary must be an individual. However, the bank may allow a charitable organization or other institution to be a beneficiary, at its discretion. In the event a beneficiary to which funds are payable upon death is, at any time, added to a Joint Account, thereby creating a POD Account, you understand that, notwithstanding any applicable statutory or common law, upon the death of an Owner, all rights of survivorship, as discussed above, shall supersede the rights of said beneficiary, and all rights to the total amount on deposit in such Joint Account shall pass automatically to the surviving Owners. Only upon the death of the last surviving owner shall the right to the total amount deposited in the subject Joint Account pass to the beneficiary as a result of the POD Account designation.
- 24. Transfer to Minors Under the Uniform Transfers to Minors Act.** You may make an irrevocable gift of money to a minor by opening an account in the manner prescribed in the Indiana Uniform Transfer to Minors Act. The account must be opened in the name of a Successor Custodian. As a general rule, the custodian must be an adult individual. There may be only one Custodian and one minor individual for each account.
- 25. Authorized Signature.** We are authorized to recognize any signature on your Account Agreement or document, but will not be liable for refusing any order or item if we believe in good faith that the signature on any order or item is not genuine. We are authorized to honor any transactions initiated by a third person if you provide your Access Credential or other information to a third person. Also, if you authorize the use of a facsimile signature, we shall not be liable for honoring any Instrument that appears to bear your facsimile signature, even if made by an unauthorized person.
- 26. Account Access.** You may make deposits, withdrawals, and other authorized transactions from your accounts in any manner specifically permitted by us, subject to the limitations and restrictions set forth in this Agreement or as otherwise provided for by Applicable Law.
- a. Authorized Users.** You should exercise caution in providing authority, information, documentation, or Access Credentials to others. All withdrawals, transfers and transactions made by any person to whom you have at any time provided authority or the means to access your accounts or other services shall be deemed authorized by you, and Lake City Bank will not have any responsibility or liability whatsoever for such withdrawals, transfers, or other transactions. You and the person authorized (as defined herein) shall be jointly and severally responsible for all such access or use of your accounts and services with us.
- b. Access to Account Information.** You agree that all Owners, borrowers, and Authorized Users, may have access to all of the information you provide to us, or which we gather and maintain regarding our relationships with you. This includes, but is not limited to information regarding transactions, account history, your loan relationships with us, and other information relating to or arising with regard to any of your accounts, loans, or other services with us. You acknowledge and agree that any Owner of a joint account or service, or any co-borrower may provide authority to others, or may make transactions involving others, who will have access to all such information as to all Owners or co-borrowers. Further, you understand that we utilize a consolidated statement for your accounts, account services, loans, and other services with us. You understand and agree that we are authorized to send jointly or provide to any individual Owner or borrower a statement that includes all of the information on the consolidated statement even though all parties receiving the statement may not be Owners or borrowers as to all of the accounts or services addressed in the statement.

- 27. Assignment and Transfer.** All accounts are not negotiable or transferable. You may not transfer or assign your interest in an account or use it as collateral for a loan except: (1) if the loan is between you and Lake City Bank, or (2) if you sign a deposit account agreement acceptable to us. Changes in ownership reflected on the bank's records and transfers arising from operation of law, such as death, divorce or incompetency are permitted.
- 28. Inactive Accounts.** Every demand deposit account is considered an inactive account after one (1) year from the date of the last customer initiated transaction recorded on the books of the bank with respect to the account. Every investment account is considered an inactive account after three (3) years from the date of the last customer initiated transaction recorded on the books of the bank with respect to the account. Recurring automatic transactions, such as interest credit, does not count as a customer initiated transaction. Inactive accounts will be assessed an inactive fee as described in the Administrative Charges Disclosure.
- 29. Closing Accounts.** Your account may be closed by either you or the bank at any time. If you close your account it will be deemed closed when the bank receives notice of your intent and has had reasonable time to act on the request. If the bank closes the account, your account will be closed as of the date the notice of cancellation was mailed by the bank. After your account is closed, the bank will not have any obligation to accept deposits or pay any outstanding checks. Any money in the account will be returned to you by regular mail, after we deduct any fees or charges. When your account is closed you must return your Visa® Debit Card or ATM Card and return or destroy all unused checks. Accounts closed within 180 days of opening may incur an early closing fee as described in the Administrative Charges Disclosure and forfeit any other benefits related to the account.
- 30. Balance Required to Maintain the Account.** You agree to keep a positive actual account balance in order for the account to remain open. Balances of zero or less, for thirty (30) days or more may result in the account being closed.
- 31. Termination of Accounts and Services.** Lake City Bank may, at its sole discretion, terminate, limit, or restrict any of your accounts or services, including but not limited to loan services, or place a freeze on any sums on deposit at any time without notice or require you to close your accounts or terminate services and apply for new account or services if: (1) there is a request to change the Owners or Authorized Users; (2) there is a fraud, forgery or unauthorized use committed or reported; (3) there is a dispute as to Ownership of any account or sum on deposit; (4) there are any checks that are lost or stolen; (5) there are returned unpaid items - transactions not covered by an overdraft plan agreement with us or any abuse of any such plan per our assessment thereof; (6) there is any misrepresentation regarding any account or service; (7) the bank incurs any loss relating to any loan, account or services you have with us; (8) if we believe you have been negligent in protecting any Access Credentials or codes; (9) we deem it necessary to protect the bank from any loss, or deem it to be in the best interests of the bank or our employees; (10) you breach any promise under this Agreement or any other agreements with us including but not limited to any default or other delinquency with regard to any loan or other agreements; (11) if bankruptcy or any other insolvency proceeding is filed by or against you, or if we otherwise deem you to be insolvent or incapable of meeting your obligations to us; (12) you refuse or fail to cooperate as provided in this Agreement; or (13) you violate any Applicable Law. We, on our own accord, may place a stop payment on any transaction if we are notified or otherwise reasonably believe that any of the foregoing circumstances have occurred. You may terminate a single party account at any time by notifying us in writing. We have the right to require the written consent of all parties to a multiple party account for termination. We are not responsible for any draft, withdrawal, or transaction after your account is terminated. However, if we pay any items after termination, you agree to reimburse us upon demand.
- In addition to the above, we, in our sole discretion, reserve the right to restrict any individual that has caused a loss to Lake City Bank from being named as an Owner or joint Owner on any account or service.
- 32. FDIC Insurance.** The standard FDIC insurance amount currently is \$250,000 per depositor for each account ownership category. Money transferred to your Goals account within Lake City Bank Digital is held in a separate account on your behalf by Lake City Bank and is insured pursuant to FDIC limits categorized under individual ownership.
- For more information about FDIC insurance coverage, visit [fdic.gov](https://www.fdic.gov).
- 33. Duty to Cooperate.** You have a duty to cooperate with us, and any law enforcement or government agent or agency with regard to any claim of fraud, forgery, unauthorized access, or any other adverse claims.
- 34. Administrative Charges and Fees.** Applicable administrative charges and account fees are found in the Administrative Charges Disclosure and the applicable Product Disclosure. These fees include, but are not limited to, transaction limitations and fees, ATM fees, and monthly maintenance fees where applicable. Your account may also be charged for other services you request.
- 35. Overdrafts.** You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line of credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted in to that service. We may use subsequent deposits, including direct deposits of Social Security or other government benefits, to cover such overdrafts and overdraft fees. We assess overdraft and NSF fees based on your account balance at the time a transaction is presented for payment. You will be

assessed an NSF fee every time a transaction is returned as a result of you not maintaining a sufficient account balance. We may assess you more than one NSF fee if we have to return a transaction more than one time. All overdraft outstanding account balances, plus related fees, are due immediately, but in no event more than twenty (20) days after the date of the overdraft transaction. If we do not receive payment in full within forty-four (44) days from the date of the overdraft transaction, your deposit account will be closed and your account information will be turned over to a collection agency for continued collection efforts and reported to a consumer reporting agency.

- 36. Debit card transactions and authorization holds.** Debit card transactions and related authorization holds may impact your available balance. Your account balance may also change between the time you authorize a transaction and the time that transaction is paid. This can occur when other transactions you have authorized (other debit card transactions, checks you wrote, ACH transactions, or other payment authorizations you provided for items such as a cell phone plan or gym membership, etc.) are presented for payment first. When you use your debit card to pay for goods or services from a merchant, the merchant may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. The amount of these held funds (regardless of whether the amount held is the amount of the purchase, or a different amount) are not applied to the debit card transaction with the merchant, or sequestered from your account to pay for any particular item in any way. When a merchant requests a temporary hold on your account, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold.
- 37. General Limitation on Our Liability.** If we do not properly complete a transaction according to this Agreement, we will be liable for your losses or damages not to exceed the amount of the transaction, except as otherwise provided by Applicable Law. We will not be liable if: through no fault of ours, you do not maintain a sufficient account balance to make the transaction; circumstances beyond our control prevent the transaction; your loss is caused by your negligence or that of another financial institution; or the money in your account is subject to legal process or other claim. We will not be liable for consequential damages, except liability for wrongful dishonor. Our actions will constitute the exercise of ordinary care if such actions or non-actions are consistent with Applicable Law, and general banking practices followed in the area served by us.

Transfers made via third-party applications or services including but not limited to Zelle, Venmo, Apple Pay, Samsung Pay, and other similar payment methods (collectively, "P2P Transfers") often transfer funds to third parties via debit card transactions. P2P Transfers are typically immediate, and you will have no ability to recall a P2P Transfer you make in error, or as a result of fraud. While P2P Transfers are generally a safe and secure method of transferring funds to a third party, there is always the potential for fraud. If you send funds via a P2P Transfer to a third-party that is not the intended recipient for any reason, or induced to send funds via a P2P Transfer in connection with a fraud any funds sent will be lost. Always confirm the identity of the person you intend to send a P2P Transfer prior to finalizing the transaction. You acknowledge and agree that your use of any P2P Transfer method resulting in the transfer of funds via a debit card transaction is made at your own risk. Lake City Bank expressly disclaims any and all liability in connection with any P2P Transfer you make.

- 38. Amendments and Notices.** This Agreement may be altered, amended, or rescinded including those relating to the Annual Percentage Yield and computation of interest. Notice of changes may be provided to you by any means the bank considers to be appropriate. Except where Applicable Law requires notice by some other means, the bank may provide you with notice of a change to these terms and conditions by posting the notice in the lobby of the bank, posting the notice on its website, or including the notice with your monthly statement, and it shall become binding on all depositors as though they had expressly assented thereto. This Agreement will be deemed amended or rescinded without notice to the extent necessary to comply with the requirements of Applicable Law. If any part of this agreement is found to be invalid, it shall not affect the validity of any other part of this agreement.

When regulation or law requires notice, the notice may also be sent by first or standard mail or via electronic methods and will be considered given at the time of mailing. Notices may be sent to one owner on a joint account. Notices will be sent to the address shown on the records of the bank. You may send written notices to the bank at the location where your account is located or to Lake City Bank, Attn: Customer Service, P.O. Box 1387, Warsaw, IN 46581-1387, or by email to lcbdirect@lakecitybank.com. **IMPORTANT – Do not include your account number if contacting us via email since email is not a secure form of communication.**

- 39. Waiver.** We do not give up any rights we have under this agreement by delaying or failing to exercise them. You hereby waive the right to a jury trial in disputes concerning your accounts with Lake City Bank.
- 40. Governing Laws and Venue.** Depository accounts are governed by the laws of the State of Indiana, except where federal laws and regulations apply. Accounts are subject to all applicable rules and customs of any clearing house or other association involved in account transactions. Changes in these laws and regulations may modify the terms and conditions of your account. While we are not required to notify you of these changes, we will try to give you adequate notice of such changes prior to their effective date. In the event we both agree to resolve a dispute concerning your account in court, any litigation must be brought in the city and county in which we have our home office.

- 41. Telephone Transfers.** You agree that funds in any accounts with us can be transferred, upon the telephone request of any signer on the account, to another account with us or to any other financial institution. Telephone transfers performed with the assistance of Lake City Bank will incur a fee in accordance with the Administrative Charges Disclosure, unless otherwise provided in your Product Disclosure. We shall not be responsible for any loss incurred as a result of our acting upon or executing any request, order, or instruction we believe to be genuine. Furthermore, we reserve the right to refuse to execute any telephone request or order.
- 42. Recording Conversations.** You understand and agree that for our mutual protection we may record any of our telephone conversations.
- 43. Information About Your Accounts and About You.** Generally, we will not disclose information to third parties about your accounts or about you without your permission. However, we may disclose information; (1) when it is necessary to complete transfers or transactions; or to send notice of dishonor or nonpayment; (2) to our accountants; (3) to state or federal government regulators; (4) to exchange, in the regular course of business, credit information with other banks, financial institutions, or commercial enterprises, directly or through credit reporting agencies; (5) to advise third parties of accounts closed for misuse; (6) to furnish information to appropriate law enforcement authorities when we reasonably believe we have been the victim of a crime; (7) to comply with government agency or court orders, subpoenas or other process or to furnish any information required by Applicable Law; (8) to furnish information about the existence of an account to any judgment creditor of yours who has made a written request for such information in the form of a legal order to produce; or (9) when we are attempting to collect an obligation owed to us. In addition, you understand and agree that we may, from time to time, request and review consumer credit reports and other information about you prepared by credit reporting agencies or others. You will be responsible to pay all legal, copying, and other expenses incurred by us or payable pursuant to the Administrative Charges Disclosure regarding any subpoena or other process.
- 44. Cost, Expense and Attorneys' Fees.** All Owners of accounts or services with us agree, jointly and severally, to pay us for all costs and expenses, including attorneys' fee we may incur: (1) if it is necessary for us to bring any legal or other action to collect any sum you owe Lake City Bank; (2) if we incur any costs or expenses as a result of any order or instruction received from any Owner or any Owner's agent under this Agreement, any adverse claim, process, your failure to comply with any obligation in this Agreement or otherwise; (3) if we incur any expense as a result of any dispute, adverse or inconsistent claim; (4) if we bring any action contemplated in this Agreement; (5) if we successfully defend any claim against Lake City Bank brought by any Owner, agent, personal representative, executor, heir or other party in interest brought via any formal or informal process (including but not limited to arbitration or mediation) involving your accounts or services with us; or (6) if we deem it necessary to seek the advice or opinion of legal counsel or other professionals regarding the bona fide or legality of any transactions to or from your accounts or involving any services with us, or any request for information or documentation regarding any of your accounts or services with us. If you are responsible to pay us any costs of collection or legal expenses incurred in collecting any amount you owe; in enforcing or protecting our rights under this Agreement or otherwise; or as provided in this subsection, including but not limited to costs of repossession, repair, appraisal, and all other costs or expenses, you agree to pay us the actual amount of such costs and expenses together with reasonable attorneys' fees.
- 45. Miscellaneous.** In this Agreement, except as otherwise indicated, use of the singular form shall include the plural and vice versa, as the context requires. The masculine includes the feminine and the neuter. References herein to any Section, Schedule or Exhibit shall be to a Section, a Schedule, or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. All references to days in this Agreement shall be interpreted to mean calendar days unless indicated otherwise. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions shall remain in full force and effect. We reserve the right to waive enforcement of any of the terms set forth in this Agreement regarding any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to any Owner, user or other applicable person or party; or limit our authority to enforce any of our rights with respect to other transactions with you. Any such waiver is not sufficient to modify the terms and conditions of this Agreement. Transactions involving a loan will not alter the terms or conditions of the loan agreements, but will remain subject to the terms and conditions of this Agreement when not inconsistent with the loan agreement. In the case of any conflict, the loan agreement will govern. The terms and conditions of any account may be changed by Lake City Bank upon written notice, or as required by Applicable Law.

If there is a dispute between Owners or any other parties claiming an interest in any accounts or transactions; if there is any dispute regarding Ownership, entitlement, payment, an Owner's intent or instructions, or otherwise with regard to any account or any transaction; or if we receive inconsistent instructions or claims, we can at our sole discretion: (1) suspend or terminate the accounts and require a court order; (2) require an agreement in writing that we deem sufficient; (3) file an interpleader entity; or (4) take such other action as we deem appropriate.

C. ARBITRATION AND WAIVER OF CLASS ACTION

- 1.** This Arbitration and Waiver of Class Action provision ("Arbitration Agreement") is effective on the date you open your account with us. You and we both agree to attempt to informally settle any and all disputes arising out of, affecting, or relating to your accounts, or the products or services we have provided, will provide, or have offered to provide to you, and/or any aspect of your relationship with us (hereafter referred to as the "Claims"). If that cannot be done, then you agree that any and all Claims that are threatened,

made, filed or initiated after the date you open your account with us, shall, at the election of either you or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at www.adr.org; or, a copy of the Rules can be obtained at any branch upon request. Either you or we may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim, by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THESE TERMS AND CONDITIONS (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent you from submitting any issue relating to your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

2. **Selection of Arbitrator.** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if you and we do not agree on a substitute forum, then you can select the forum for the resolution of the Claims.
3. **Arbitration Proceedings.** The arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. We will pay for any filing, administration, and arbitrator fees imposed on you by the AAA. However, you will be responsible for your own attorneys' fees, unless the arbitrator has issued a decision in your favor on your Claim after an arbitration hearing, in which case, we will pay your attorneys' fees. However, if we prevail, then you will not be required to pay its attorneys' fees and cost. Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.
4. **Class Action Waiver.** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.
5. **Severability.** In the event the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions shall remain fully enforceable.
6. **Survival.** This Arbitration Agreement will survive termination of the Account Agreement.

FOR MORE DETAILS or if you have questions, you may call us or visit a branch. If you have questions about AAA procedures, you should check AAA's website, www.adr.org, OR call AAA at (800) 778-7879.

D. REGULATION DD - TRUTH IN SAVINGS DISCLOSURE

The purpose of this regulation is to help you make informed decisions about deposit accounts based on the terms and conditions under which interest is paid and fees are charged. Lake City Bank makes the following product disclosures along with the Administrative Charges Disclosure available for your review and comparison to financial products offered by other financial service providers.

1. **Checking Accounts.** The terms and conditions in this section apply to all demand deposit (checking) accounts.
2. **Minimum Balance Requirements.** Checking accounts may require an initial deposit. A minimum balance may be required to avoid a monthly maintenance fee. These minimums and associated fees are found in the applicable Product Disclosure.
3. **Account Maintenance Fees.** A listing of the account maintenance fees is found in the applicable Product Disclosure.
4. **Non-Interest Bearing Checking.** A non-interest bearing checking account is a demand deposit account that does not earn interest.
5. **Interest Bearing Checking.** Interest bearing checking accounts are demand deposit accounts that earn interest. At the bank's discretion, we may pay different interest rates on different accounts having different daily balances. The Annual Percentage Yields in effect when you open the account are found on the applicable Product Disclosure. After the account is open, current Annual Percentage Yields can be obtained by contacting the One Call Center at (888) 522-2265 or by email at lcbdirect@lakecitybank.com. **IMPORTANT – Do not include your account number if contacting us via email since email is not a secure form of communication.**

6. **Interest.** We use the daily balance method to compute interest on all interest bearing checking accounts. The daily balance method applies a daily periodic rate to the Collected Balance in the account each day. To determine the daily periodic rate, we divide the interest rate by the number of days in the year. For all interest bearing checking accounts, interest begins to accrue no later than the business day when we receive credit for the deposit of non-cash items (for example, checks).

Interest is compounded monthly and will be credited to your account each month on the closing date shown on your statement, unless we agree to pay the interest in another manner. In order to obtain the interest rate and Annual Percentage Yield shown on the applicable Product Disclosure you must maintain the minimum balance associated with the tier described in the Product Disclosure. Your interest rate and Annual Percentage Yield may be changed at any time without prior notice. Interest bearing accounts will be paid interest at a rate based on the current market rates and alternate funding rates. We reserve the right to select the method of determining the balances upon which interest will be paid, the time the funds must be on deposit to be entitled to interest, the method of computing interest, and the dates interest will be paid. The initial rate(s) of interest are shown on the applicable Product Disclosure when you open an interest bearing account. Subsequent interest rates may be obtained by calling the One Call Center at (888) 522-2265.

7. **Effect of Closing an Account.** If you close your account before interest is credited, you will forfeit the accrued interest.
8. **Pre-authorized Transfer Service (PATS).** This service allows transfers from another deposit account with Lake City Bank to your transaction (Checking) account when the balance of your transaction account is overdrawn because of a check or other withdrawal written or authorized by you. At the bank's discretion this service may be permitted to allow transfers from one transaction account to another. This service is covered under a separate agreement and must be specifically requested by executing a Pre-authorized Transfer Service Agreement. There is a fee for this service as described in the Administrative Charges Disclosure.
9. **Health Savings Account (HSA) Checking.** A Health Savings Account (HSA) is a tax-exempt trust or custodial account established exclusively for the purpose of paying or reimbursing qualified medical expenses of you, your spouse, and your dependents. Eligibility requirements are required for establishing an HSA. Federal law restricts the timing of and maximum annual contribution to an HSA. Lake City Bank shall comply with those limitations. It is the responsibility of the depositor to keep a record of deposits so that the annual contribution limit is not exceeded. Federal law restricts withdrawals from Health Savings Accounts. It is the account holder's responsibility to substantiate that withdrawals fall within those restrictions. See the Health Savings Account Custodial Agreement for more information about your Health Savings Account. See the Product Disclosure, and the Administrative Charges Disclosure for bank fees associated with your Health Savings Account.

E. INVESTMENT ACCOUNTS

The terms and conditions of this section apply to Investor's Money Market, Savings, Preferred Money Market, Getting Ahead Savings, Rewards Savings, Restricted Savings, Young Savers, and Rewards Plus Savings accounts, each as described in the applicable Product Disclosure.

1. **Interest.** We use the daily balance method to compute interest on your account. This method applies a daily periodic rate to the Collected Balance in the account each day. To determine the daily periodic rate, we divide the interest rate by 365 days per year. Interest begins to accrue no later than the business day when we receive credit for the deposit of non-cash items (for example, checks). Interest is compounded based upon the account type and will be credited to your account as described in the specific account type chosen unless we agree to pay the interest in another manner. In order to obtain the interest rate and Annual Percentage Yield shown on the applicable Product Disclosure, you must maintain the minimum balance associated with that account type or with an interest rate tier. The interest rate and APY paid on each of these accounts is variable and will be determined by the current market rates and alternate funding rates. The bank reserves the right to change the interest rate and APY at any time and without notice.

Interest bearing accounts will be paid interest at a rate determined by the bank. We reserve the right to select the method of determining the balances upon which interest will be paid, the time the funds must be on deposit to be entitled to interest, the method of computing interest, and the dates interest will be paid. The initial rate(s) of interest are found on the Annual Yield Disclosure section of the applicable Product Disclosure when you open an interest bearing account. Subsequent interest rates may be obtained by contacting the One Call Center at (888) 522-2265 or by email at lcbdirect@lakecitybank.com. **IMPORTANT – Do not include your account number if contacting us via email since email is not a secure form of communication.**

2. **Effect of Closing an Account.** If you close your account before interest is credited, you will forfeit the accrued interest.
3. **Statements.** Detailed statements will be sent for all accounts not getting a monthly statement, within thirty (30) days after the first day of each calendar quarter.
4. **Minimum Balance Requirements.** An average balance may be required to avoid a monthly maintenance fee, as described in the applicable Product Disclosure. These minimums, associated fees, and how we calculate your balance are found in the applicable Product Disclosure, and the Administrative Charges Disclosure.
5. **Savings Account/Getting Ahead Savings Account/Restricted Savings Account/Young Savers Account.** Interest on the Savings Account, Getting Ahead Savings Account, Restricted Savings Account, Young Savers Account, and any similar savings account, will be compounded monthly and paid (credited) to the account balance monthly, thereafter becoming available for withdrawal, subject to the terms of the applicable Product Disclosure.

6. **Rewards Savings Account/Rewards Plus Savings Account.** Interest will be compounded monthly and paid (credited) to the account balance monthly, thereafter becoming available for withdrawal, subject to the terms of the applicable Product Disclosure.
7. **Investor's Money Market Account/Preferred Money Market Account.** Interest will be compounded monthly and paid (credited) to the account balance monthly, thereafter becoming available for withdrawal. A minimum deposit of \$5,000 is required to open these accounts and to earn interest, subject to the terms of the applicable Product Disclosure. Tiered-rate account – interest rates based on the daily collected account balance. Deposits may be made to this account at any time.
8. **Goals Account.**
 - a. **Account Information.** The owner of the Lake City Bank Digital User ID under which the Goals account was created will be the owner of the Goals account and will have the sole ability to see and transact on the Goals account. This ownership may not be the same as the ownership of the account from which funds are transferred (the "Funding Account."). The Goals account cannot be jointly owned. You may only view the balance of the Goals account and goals statements from Lake City Bank Digital. The Goals account is intended for personal, family and household use. You may not own more than 20 Goals accounts.
 - b. **Fees.** There are no fees to open, transfer, maintain or close the Goals account. Interest - No interest will be paid on this account.
 - c. **Transfer Information.** Funds can only be transferred from Lake City Bank accounts for which you have online withdrawal rights. Transfer restrictions may apply and may be changed by us at any time without prior notice to you. Transaction limits may vary. You may set up automatic transfers and conduct manual transfers to the Goals account as often as you like. The scheduled transfers will not automatically stop once the goal is reached. You may continue to transact on the Goals account after you reach the goal. Transfers from the Goals account may only be made to a Lake City Bank account for which you have online transaction rights. Withdrawals from the Goals account may not exceed the balance in the Goals account. However, if a transfer is authorized and scheduled when funds were in the account, an overdraft fee may be assessed if funds are not in the account on the day processed. Checks, ATM, debit cards, ACH or POS transactions will not be issued or authorized for the Goals account. You will not be able to transfer more than what is available in the Funding Account. However, if you have set up a separate sweep for the Funding Account to cover overdrafts, the system will use the balance from the sweep account to complete the transfer.
 - d. **Statements and Notices.** The statements will post monthly, no later than the 11th day of each month. Statements will only be provided in Lake City Bank Digital. If you request to withdraw your consent for delivery of electronic documents for the Goals account, we will close your Goals account and transfer the funds as outlined in the "Modification and Termination" paragraph below.
 - e. **Modification and Termination.** We may modify the terms and conditions of the Goals account at any time without prior notice to you unless notice is required by law. We may also terminate the Goals account at any time without prior notice to you unless notice is required by law. Upon termination of the Goals account by us or you for any reason, any funds held in the Goals account will be transferred back to the Funding Account. If there are multiple Funding Accounts, we will transfer the funds back to the Funding Account whose primary owner is the owner of the Lake City Bank Digital User ID under which the Goals account was created. If the Funding Account is closed, we will mail a check for the balance of the Goals account to the address we have on file for you.

F. CERTIFICATES OF DEPOSIT

The terms and conditions of this section apply to Certificate of Deposit accounts, including Custodial Individual Retirement accounts, each as described in the applicable Product Disclosure. Special Certificate of Deposit offers may have specific terms and conditions, subject to the terms of the applicable Product Disclosure. All other general Certificate of Deposit information shall apply. Contact your local branch or the One Call Center at (888) 522-2265 for specific terms and conditions of special offers. Certificates of Deposit placed through IntraFi Network Deposits (formerly known as CDARS) are governed by a separate set of regulations found in the IntraFi Network Deposits CD Deposit Placement Agreement.

1. **Early Withdrawal Provisions.** You have agreed, by opening a Certificate of Deposit account, to keep the funds on deposit for the full maturity of subsequent renewals. Under government regulations, the deposit may not be withdrawn prior to maturity except with the bank's consent, which may be given only at the time such request is made. If consent is given to withdraw all or part of your account before maturity, the bank will impose an early withdrawal penalty. (The penalty may be waived in the event of the death of the owner of the account or in the event any such owner has been declared mentally incompetent.) Special Certificate of Deposit offers may waive early withdrawal penalties subject to the terms of the applicable Product Disclosure.
2. **Certificate of Deposit Minimum Balance Requirements.** The minimum balance to open a Certificate of Deposit is \$500. Special offers may require a higher minimum balance, subject to the terms of the applicable Product Disclosure.
3. **Transaction Limitations.** After this account is opened you may not make deposits into or withdrawals from the account until the maturity date. Special Certificate of Deposit offers may allow deposits or withdrawals, subject to the terms of the applicable Product Disclosure.
4. **Terms.** You may choose the terms that best fit your investment needs. The maturity length may be anywhere from 32 days to seven years (84 months). Once the term is chosen for a particular deposit it remains fixed at that chosen length of time until maturity. The terms available are determined by the bank from time to time.

5. **Automatic Renewal.** Certificates of Deposit that automatically renew at maturity will renew for the term indicated in the table below at the Regular CD interest rate and APY in effect on the maturity date unless the depositor requests the certificate of deposit be redeemed or the term changed, at which point the rate will be the rate in effect for the requested term. Special Certificate of Deposit offers may renew at different terms and rates subject to the terms of the applicable Product Disclosure.

Original Investment Term	Renewal Investment Term
Terms less than 90 days	1 month
3 - 5 months	3 months
6 - 8 months	6 months
9 - 11 months	9 months
12 - 17 months	12 months
18 - 23 months	18 months
24 - 29 months	24 months
30 - 35 months	30 months
36 - 47 months	36 months
48 - 59 months	48 months
60 - 83 months	60 months
84 months and greater	84 months

There is a 10 calendar day grace period after the maturity date during which time the depositor may withdraw the deposit without receiving an early withdrawal penalty. However, no interest will be earned for the time period between the maturity date and redemption.

Certificates of Deposit that do not automatically renew will cease to earn interest on the maturity date. The depositor is responsible for redeeming the certificate and negotiating the new term and rate.

The depositor will be provided with a notice of upcoming maturity at least 20 calendar days prior to the end of the grace period for all certificate of deposit terms greater than 32 days.

6. **Interest.** We use the daily balance method to compute interest on your account. This method applies a daily periodic rate to the principal in the account each day. To determine the daily periodic rate, we divide the interest rate by 365 days per year. Interest will begin to accrue on the date of deposit. The APY disclosed in the applicable Product Disclosure for your Certificate of Deposit assumes the interest remains on deposit for one year. Withdrawal of interest prior to maturity will reduce earnings. The interest rate and APY paid on this deposit will be determined by the bank at its discretion at the time the certificate of deposit is opened. The interest rate and APY will remain fixed until the Certificate of Deposit matures.
7. **Interest Payment Options.** The depositor may have some options available regarding how the interest is to be paid. Interest can be paid to the depositor monthly, quarterly or semi-annually (if the Certificate of Deposit has a balance of \$6,000 or more and the term is equal to or greater than 6 months), annually or at maturity depending on the chosen term by deposit into an account (see below). The interest may be added to the Certificate of Deposit annually or at maturity depending on the chosen term (see below). A check may be mailed or electronically transferred to the depositor only by special arrangement and consent of the bank which may be given only at the time such request is made. The interest payment method for certificates of deposit with terms equal to or greater than 6 months can be changed during the term of the Certificate of Deposit with the consent of the bank which can be given only at the time such a request is made.

Investment Term	Interest Payment Options
Less than 6 months	Maturity Date only by compounding or payment to the depositor
6 to 11 months	Compounded at maturity, or paid to the depositor monthly* or quarterly* by electronic means into a qualified account
12 months and greater	Compounded annually or paid to the depositor monthly*, quarterly*, semi-annually* by electronic means or annually by deposit into a qualified account

*Monthly, quarterly, and semi-annual interest is limited to certificates with a balance of \$6,000 or greater with a term equal to or greater than 6 months and by electronic means into a qualified account.

- 8. Early Withdrawal Penalty.** The following early withdrawal penalties apply for premature withdrawal of Certificates of Deposit. The penalty amount can include part of the principal if there is not enough accrued interest to satisfy the penalty. The penalty calculation is based on the term of the Certificate of Deposit.

Investment Term	Early Withdrawal Penalty
Less than 6 months	All interest earned, minimum of 7 days; interest at rate being paid on the Certificate of Deposit
6-11 months	180 days interest at rate being paid on the Certificate of Deposit
12 months and greater	360 days interest at rate being paid on the Certificate of Deposit

Interest only withdrawals are not subject to the early withdrawal penalties. However, they are restricted to one per 12 month period.

G. CUSTODIAL INDIVIDUAL RETIREMENT ACCOUNTS (IRAS)

Lake City Bank offers two types of Custodial Individual Retirement Accounts: A Fixed Rate IRA Certificate of Deposit and a Variable Rate IRA Certificate of Deposit. You may choose the terms that best fit your investment needs. The maturity length may be anywhere from 3 months to seven years (84 months). Once the term is chosen for a particular deposit it remains fixed at that chosen length of time until maturity. The terms available are determined by the bank from time to time.

- 1. Annual Contribution.** Federal law restricts the timing of and maximum annual contribution to an IRA. Lake City Bank shall comply with those limitations. It is the responsibility of the depositor to keep a record of deposits so that the annual contribution limit is not exceeded.
- 2. Withdrawals.** Federal law restricts withdrawals from Individual Retirement Accounts.
- 3. Statements.** Annual statements will be issued for Individual Retirement Accounts. See the IRA Custodial Agreement and Disclosures for more information about your Individual Retirement Account. See the Administrative Charges Disclosure for bank fees associated with your Individual Retirement Account.

H. FIXED RATE IRA CERTIFICATES OF DEPOSIT

This is a fixed rate certificate of deposit. The terms and conditions cited under the certificates of deposit section of these disclosures apply in addition to the disclosures cited below and those provided by the Custodial IRA Agreement. Disclosures given to you at the time of the account opening will supersede any disclosures given under the Certificates of Deposit disclosures listed in these terms and conditions should there be a conflict of information.

- 1. Minimum Balance Requirements.** A minimum balance of \$500 is required to open and maintain the account. Special offers may require a higher minimum balance.
- 2. Transaction Limitations.** After this account is opened you may not make deposits into or withdrawals from the account until the maturity date.
- 3. Terms.** You may choose the terms that best fit your investment needs. The maturity length can be anywhere from 3 months to seven years (84 months). Once the term is chosen for a particular deposit it remains fixed at that chosen length of time until maturity.
- 4. Automatic Renewal.** Certificates of deposit that automatically renew at maturity will renew for the term indicated in the table below at the Regular CD interest rate and APY in effect on the maturity date unless the depositor requests the certificate of deposit be redeemed or the term changed, at which point the rate will be the rate in effect for the requested term.

Original Investment Term	Renewal Investment Term
Terms less than 90 days	1 month
3 - 5 months	3 months
6 - 8 months	6 months
9 - 11 months	9 months
12 - 17 months	12 months
18 - 23 months	18 months
24 - 29 months	24 months
30 - 35 months	30 months
36 - 47 months	36 months
48 - 59 months	48 months
60 - 83 months	60 months
84 months and greater	84 months

There is a 10 calendar day grace period after the maturity date during which time the depositor may withdraw the deposit without receiving an early withdrawal penalty. However, no interest will be earned for the time period between the maturity date and redemption.

Certificates of deposit that do not automatically renew will cease to earn interest on the maturity date. The depositor is responsible for redeeming the certificate and negotiating the new term and rate.

5. **Interest.** We use the daily balance method to compute interest on your account. This method applies a daily periodic rate to the principal in the account each day. To determine the daily periodic rate, we divide the interest rate by the number of days in a year. Interest will begin to accrue on the date of deposit. The APY disclosed in the applicable Product Disclosure or your Certificate of Deposit assumes the interest remains on deposit until maturity. Withdrawal of interest prior to maturity will reduce earnings. The interest rate and APY paid on this deposit will be determined by the bank at its discretion at the time the Certificate of Deposit is opened. The interest rate and APY will remain fixed until the Certificate of Deposit matures.
6. **Interest Payment Options.** Interest will be added to the account annually and at maturity. Federal law prohibits payment of interest directly to the depositor unless IRA distributions have begun. The depositor may have some options available regarding how the interest is to be paid once IRA distributions have begun. Interest can be paid to the depositor monthly, quarterly, or semi-annually (if the certificate of deposit has a balance of \$6,000 or more and the term is equal to or greater than 6 months), annually or at maturity depending on the chosen term by deposit into an account. The interest may be added to the certificate of deposit annually or at maturity depending on the chosen term. A check may be mailed or electronically transferred to the depositor only by special arrangement and consent of the bank which may be given only at the time such request is made. The interest payment method for certificates of deposit with terms equal to or greater than 6 months can be changed during the term of the certificate of deposit with the consent of the bank which can be given only at the time such a request is made.
7. **Early Withdrawal Penalty.** Early withdrawal penalties applicable to Certificates of Deposit apply to Fixed Rate IRA Certificates of Deposit even when the owner is older than age 59½, subject to the terms of the applicable Product Disclosure.

I. VARIABLE RATE IRA CERTIFICATES OF DEPOSIT

This is a variable rate Certificate of Deposit that allows for additional deposits to be made to it during the term of the account. The terms and conditions cited under the Certificates of Deposit section of this Agreement apply in addition to the disclosures cited below and those provided by the Custodial IRA Agreement. The applicable Product Disclosure given to you at the time of the account opening will supersede any disclosures given under the Certificates of Deposit disclosures listed in these terms and conditions should there be a conflict of information.

1. **Terms.** You may open a variable rate IRA for a term of 18 months or 72 months.
2. **Minimum Balance Requirements.** The minimum deposit required to open the account is \$50, unless you have arranged for a periodic Direct Deposit to be made into the account, in which case the minimum opening deposit is \$10.
3. **Minimum Additional Deposits.** Additional deposits may be made to the account at any time but must be at least \$10.
4. **Interest.** The interest rate and the annual percentage yield paid on this account is variable and will be set by the bank based on the current market rates and alternate funding rates on the first Tuesday of every month. The current rate (rate in effect when the account was opened) can be found in the applicable Product Disclosure. We use the daily balance method to compute interest on your account. This method applies a daily periodic rate to the principal in the account each day. To determine the daily periodic rate, we divide the interest rate by 365 days per year. Interest will begin to accrue on the date of deposit.
5. **Interest Payment Options.** Interest will be added to the account annually and at maturity. Federal law prohibits payment of interest directly to the depositor unless IRA distributions have begun. The depositor may have some options available regarding how the interest is to be paid once IRA distributions have begun. Interest can be paid to the depositor monthly (if the Certificate of Deposit has a balance of \$6,000 or more and the term is equal to or greater than 6 months), quarterly, semi-annually, annually or at maturity depending on the chosen term by deposit into an account. The interest may be added to the Certificate of Deposit annually or at maturity depending on the chosen term. A check may be mailed or electronically transferred to the depositor only by special arrangement and consent of the bank which may be given only at the time such request is made. The interest payment method for Certificates of Deposit with terms equal to or greater than 6 months can be changed during the term of the Certificate of Deposit with the consent of the bank which can be given only at the time such a request is made.
6. **Early Withdrawal Penalty.** Early withdrawal penalties applicable to Certificates of Deposit apply to Variable Rate IRA Certificates of Deposit even when the owner is age 59½ or older.

J. REGULATION CC - FUNDS AVAILABILITY POLICY

1. **Your Ability to Withdraw Funds at Lake City Bank.** The purpose of Expedited Funds Availability Act and Check Clearing for the 21st Century Act is to promote availability of funds deposited and to contain rules relating to substitute checks. It also expedites the return of dishonored checks through the United States check clearing and payments systems. Our policy is to make funds available from your deposits the next business day, or by the seventh business day after the day of your deposit depending on the type of deposit as described below. This policy applies to both personal and non-personal checking accounts.

We reserve the right to impose case-by-case and exception holds and to impose holds on other funds held on deposit as outlined in the following information.

2. **Determining the Availability of a Deposit.** The length of delay is counted in business days beginning with the business day following the day of your deposit. Every day is a business day except Saturday, Sunday, and federal holidays.
 3. **Length of Delay.** The length of delay varies depending on the type of deposit as explained below.
 4. **Same-day Availability.** Cash deposits, wires, checks payable from another Lake City Bank account, and direct deposits of electronic payments (such as Social Security benefits and payroll direct deposits) are available on the business day that the funds are due to you.
 5. **Next-day Availability.** Funds from the following deposits are available on the first business day after the day of your deposit.
 - U.S. Treasury checks that are payable to you
 - If you make the deposit in person to one of our employees at one of our offices, funds from the following deposits are also available on the first business day after the day of your deposit:
 - State of Indiana and Indiana local government checks deposited into Lake City Bank accounts that are payable to you: Special processing may be required. Please notify bank employee at time of deposit.
 - Cashier's, Certified, and Teller's Checks that are payable to you: Special processing may be required. Please notify bank employee at time of deposit.
 - Federal Reserve Bank checks, Federal Home Loan Bank checks and U. S. Postal money orders, if these items are payable to you
 - The lesser of \$225 or the aggregate amount deposited on any one banking day to all accounts of the customer by check or checks not subject to next-day availability
- If you do not make your deposit in person to one of our employees at one of our offices (for example, if you mail the deposit), funds from these deposits may not be available until the second business day after the day we receive your deposit.
6. **More than One Category of Checks in a Deposit.** If you deposit more than one category of checks in a deposit, \$225 from the checks in that deposit will be available on the first business day after the day of your deposit, not \$225 from each category of check.
 7. **Case by Case Holds.** A check could have up to a two (2) day hold. We will notify you if we delay your ability to withdraw funds and we will tell you when the funds will be available. They will generally be available to you no later than the second (2nd) business day after the day of your deposit or earlier as required by law. If you need to be sure about when a particular deposit will be available for withdrawal, contact your local branch or the One Call Center at (888) 522-2265.
 8. **Exception Holds.** Funds you deposit by check may be delayed for a longer period under the following circumstances.
 - You deposit checks totaling more than \$5,525 on any one day. The first \$225 will be available the next business day after the day of your deposit. The next \$5,300 will be available the second (2nd) business day after the day of your deposit. The remainder will generally be available no later than the seventh (7th) business day after the day of your deposit.
 - You redeposit a check that has been returned unpaid.
 - You have overdrawn your account repeatedly in the last six months. (This is defined to mean on six or more banking days within the preceding six months, the account balance is negative or the balance would have become negative if checks or other charges to the account had been paid, rather than returned. This also can be defined to mean on two or more banking days within the preceding six months the account balance is negative in the amount of \$5,525 or more if the checks or other charges to the account had been paid.)
 - There is an emergency, such as failure of communications or computer equipment.
 - We may also delay the availability of funds that a customer deposits by check for the following reasons:
 - We receive notice that the check is being returned unpaid.
 - We have confidential information that the check may not be paid.
 - The check is drawn on an account with repeated overdrafts.
 - We are unable to verify the endorsement of a joint payee.
 - Some information on the check is not consistent with other information on the check.
 - There are erasures or other apparent alterations on the check or the check is counterfeited or photocopied.
 - The routing number of the paying bank is not the current routing number.
 - The check is postdated (future date) or has a stale date (more than six months old).
 - Information from the paying bank indicates that the check may not be paid.
 - We have been notified that the check has been lost or damaged in transit.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available to you no later than the seventh (7th) business day after the day of your deposit or earlier as required by law. If you do not receive a hold notice at the time you make the check deposit, a notice will be mailed to you. If the check(s) deposited is (are) paid, the bank will refund any of its fees for overdrafts or returned checks that resulted solely from the hold

imposed at the time you made the deposit. To obtain a refund of such fees, please contact the One Call Center at (888) 522-2265. If you need to be sure about when a particular deposit will be available for withdrawal, contact your local branch or the One Call Center at (888) 522-2265.

9. **Special Rules for New Accounts.** If you are a new customer, the following special rules may apply, at our discretion, during the first 30 calendar days your account is open instead of the rules described above.
 - Cash deposits, wires, checks payable from another Lake City Bank account, and funds from electronic direct deposits into your account will be available on the business day the funds are due to you.
 - Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of U.S. Treasury checks, U.S. Postal money orders, Federal Reserve Bank, and Federal Home Loan Bank checks, and cashier's, certified, teller's, traveler's, and state and local government checks will be available for withdrawal on the first business day after the day of your deposit if the deposit meets certain conditions (for example, the checks must be payable to you). Special processing may be required. Please notify bank employee at time of deposit. The excess over \$5,525 will be available no later than the ninth (9th) business day after the day of your deposit. If your deposit of these checks (other than U.S. Treasury checks) is not made in person to one of our employees, the first \$5,525 will not be available until the second (2nd) business day after the day of your deposit.
 - Funds held from all other check deposits are not subject to the availability requirements. These funds will be held for five (5) business days.
10. **Holds on Other Funds.** If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

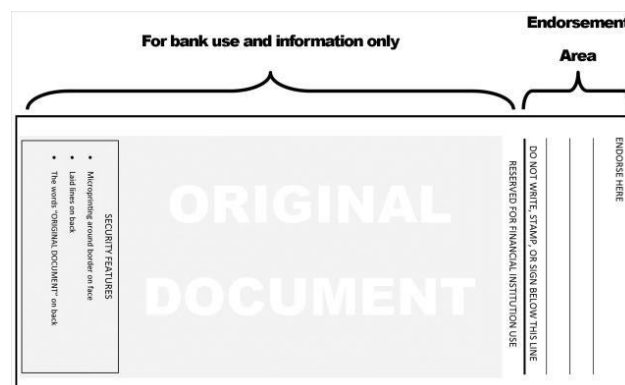
If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. For example, if we cash a \$100 check for you, \$100 of funds already in your account will not be available until the next business day after the day we cashed the check.

11. Important Information about Endorsements

- a. **Indemnification (Refer to General Terms and Conditions in this Agreement).** You agree to indemnify Lake City Bank against and hold harmless from any liability or loss, including court costs, reasonable attorney costs and other expenses, the bank may incur resulting from a delay in the forward collection or return of any item deposited into or issued from your account, caused by improper placement of endorsement(s) or other materials on the back of the deposited or issued item that affects the bank's ability to endorse the item as required by federal regulations.

In the event the bank becomes party to any legal proceedings between you and any third party, or between you and any joint owner, it is agreed that all of the joint Owners will reimburse all liability, costs, charges, fees and expenses, including attorney and court costs, incurred by the bank as a result of such proceedings.

- b. **Endorsement Standards.** All financial institutions are legally required to adhere to formal bank endorsement standards when processing customer check deposits. Under these standards, the bank of first deposit must place its endorsement in a specific area on the back of every check it accepts for deposit. The area reserved for this purpose is located near the middle of the check. To insure that our endorsement can easily be identified by the paying bank in the event that it wishes to return the check, customers are requested to avoid this middle area by placing their own personal endorsement in an area within the first 1.5 inches on the back of the check.



Placing your endorsement in any other area could obscure our own bank endorsement and delay the return of the check. Losses associated with delays caused by illegible bank endorsements will be the responsibility of the customer.

Even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

K. REGULATION E - ELECTRONIC BANKING NETWORK DISCLOSURES (DISCLOSURES FOR ELECTRONIC BANKING CUSTOMERS)

These disclosures summarize your rights and responsibilities under the Electronic Funds Transfer Act aka Regulation E. Please read them and keep them in a convenient place.

Lake City Bank provides Telephone Banking, Lake City Bank Digital, Visa® Debit Cards, ATM Cards, and ATMs as a convenience for our customers who apply for these services. The location of ATMs may be changed by the bank without prior notice to you. Your card and personal identification number (PIN) remain the property of this bank, and the bank may terminate your right to use the card or service at any time.

Your use of one of these services, or pursuant to a separate agreement, or any application therefore, constitute your agreement to be bound to such terms and conditions.

1. Types of Transactions

- a. Automated Teller Machines (ATMs).** The transactions you may perform will depend on the account(s) you have designated for ATM access. Please note that you may not be able to access more than your primary account through some ATMs. Therefore choose your primary account carefully.
 - You can use your Lake City Bank ATM Card or Visa® Debit Card at Lake City Bank, CIRRUS or NYCE network ATMs in the United States or internationally to:
 - Withdraw cash from your checking or savings account
 - Transfer funds between your checking and savings account
 - Check the balances of your accounts
 - You can use your Lake City Bank ATM Card or Visa® Debit Card to make deposits at Lake City Bank ATMs that accept deposits. We may at our sole discretion limit or reject deposits made at an ATM based on the dollar amount of the deposit and/or system limitations.
- b. POS Transactions**
 - You may use your ATM Card or Visa® Debit Card to pay for goods or services at merchants using the NYCE POS terminals, by drafting your primary checking account.
 - Your Visa® Debit card may also be used at any merchant accepting Visa® Debit cards to directly draft your primary checking account for payment of goods and services.
- c. Electronic Checks.** You may access your account(s) to purchase goods, pay for services, or get cash where a check (whether blank, partially completed, or fully completed and signed) is presented at a Point-of-Sale terminal or is mailed to a merchant or other payee or lockbox and later converted to an Electronic Payment.
- d. Preauthorized Transfers (ACH)**
 - Direct Payments. You can arrange to pay certain bills directly from your checking accounts. Bill Pay is available through Lake City Bank Digital.
 - Direct Deposits. You can arrange to receive certain automatic deposits from other companies (for example, Social Security payments or payroll) to your checking, savings or Variable Rate IRA accounts.
- e. Telephone Banking**
 - Telephone Banking allows you to perform banking transactions on your personal accounts by telephone. Banking transactions you can complete by telephone are:
 - Transfer money between accounts, including lines of credit and personal loans;
 - Obtain account information for checking, savings, certificates of deposit, and personal loans. Call Telephone Banking at (800) 722-5208.

- f. **Lake City Bank Digital.** You may use Lake City Bank Digital to view account balances, eStatements and transaction history, transfer funds, pay bills, and open new accounts. You may deposit checks using Lake City Bank Digital and your mobile device. Some of these services may not be available for all accounts. Please refer to the Digital Banking Agreement and the applicable Product Disclosure for more information. A short enrollment process is required.

2. Limitations on Transactions

a. Daily Dollar Limits—if funds are available in your account

Lake City Bank Visa® Debit Card

- Withdraw money from CIRRUS or NYCE ATMs or at a bank branch.
- Purchase goods and services at point of sale (POS) from merchants that accept debit cards.

Dollar limits for withdrawals and purchases vary. Refer to the applicable Product Disclosure for more information.

Lake City Bank ATM Card

- Withdraw money from CIRRUS or NYCE ATMs or at a bank branch.

Dollar limits for withdrawals vary. Refer to your Product Disclosure for more information. We reserve the right to lower these limits immediately due to possible fraudulent activity. Any POS purchases decrease the amount of cash available in your account that day. For some POS purchases, depending on the amount submitted by the merchant for authorization, the amount of cash available in your account that day may be reduced by more than actual amount of the purchase. We will notify you if your card limit has been set at a lower amount.

b. Daily Transaction Limits

- Lake City Bank Visa® Debit Card. Make ATM withdrawals, cash advances, PIN-based debit card transactions and non-PIN debit card transactions each day with your Lake City Bank Visa® Debit Card. Transaction limits vary. Refer to your Product Disclosure for more information.
- Lake City Bank ATM Card. Make ATM withdrawals or receive cash advances with your Lake City Bank ATM Card. Transaction limits vary. Refer to your Product Disclosure for more information.

Availability of a Lake City Bank Visa® Debit Card or Lake City Bank ATM Card depends on the features of your account. See the applicable Product Disclosure for more information.

- c. **Computer System Inoperable.** If for any reason the computer system is inoperable, your ability to make withdrawals each day will be limited to \$100 from an ATM, \$200 for a signature-based Visa® Debit Card purchase and \$250 for a PIN-based Visa® Debit Card purchase. Access to both account information and the ability to transfer funds between accounts may be limited if, for any reason, the telephone or computer communications are disabled.

3. Administrative Charges

For a complete list of all fees and charges associated with electronic transactions you make on your account, please refer to the Administrative Charges Disclosure, and the applicable Product Disclosure. A description of some (but not all) of the fees and charges associated with electronic transactions is below.

- ATM Transactions--We will not charge you more than the normal administrative charges applicable to a particular Lake City Bank account when you use a Lake City Bank ATM. Use of a CIRRUS or NYCE ATM owned by other banks may result in a fee. There may be an additional terminal transaction fee imposed at individual terminals. This fee is to be posted near the machine or displayed on the screen when the transaction is initiated.
- Point-of-Sale (POS) Transactions--There is no charge for POS transactions.
- Telephone Banking --There is no charge for the Telephone Banking Service.
- Lake City Bank Digital --There is no charge to access Lake City Bank Digital. Transaction fees apply for expedited bill payments. Data usage/text message charges may apply from your wireless provider when using the Lake City Bank Digital.

4. Stop Payment Orders

If you do not want us to pay a specific ACH transaction, you can ask us to place an electronic stop payment order ("Electronic SPO") on the transaction. Electronic SPOs are not allowed to be placed on POS transactions or Visa® Debit Card transactions. You must notify us of your request to place an Electronic SPO by telephone, or in person. Your Electronic SPO will take effect when we record it on your account. An Electronic SPO will not be valid and binding on us unless your request includes your account number, the names of the payees, and the exact

amount of the transaction, and an affidavit when requested by bank. If this is a multiple party account, we will accept an Electronic SPO from any Owner regardless of who authorized the transaction. We will charge you a service charge for any Electronic SPO as set forth in the Administrative Charges Disclosure. Your Electronic SPO will be effective for a period of six (6) months. You agree that Lake City Bank may, in its sole discretion, confirm any Electronic SPO in writing by sending a notice to the address shown in its records, but has no obligation to do so. Such written confirmation by us will also be effective for a period of six (6) months. Lake City Bank will not be responsible for any loss as a result of honoring an Electronic SPO if you fail to provide us with complete or accurate information. You agree to indemnify and hold Lake City Bank harmless if any claim or demand is made against it as a result of our acting in accordance with your Electronic SPO.

5. Documentation of Electronic Transactions

- a. **ATM and POS Transactions.** You may request a receipt at the time you make any transaction to or from your account(s) using an automated teller machine or point-of-sale terminal. There is no requirement to provide a receipt to consumers for transactions of \$15.00 or less.
- b. **Direct Deposits.** If you have arranged to have a direct deposit made to your account at least once every sixty (60) calendar days from the same person or company, you may call us at (888) 522-2265 or use Telephone Banking or Lake City Bank Digital to find out whether or not the deposit has been made. Direct deposits will be posted to your account as of the effective date or the day the bank receives it.
- c. **Pre-authorized (Direct) Payments.** If pre-authorized payments from your account may vary in amount, the company you are agreeing to pay will tell you in writing ten (10) calendar days before each payment, when it will be made and how much it will be.
- d. **Periodic Statements.** If you receive a direct deposit at least monthly to your checking or savings account, you will receive a monthly statement. If you wish to confirm a direct deposit before you receive your statement, contact us by calling (888) 522-2265, or by writing: Lake City Bank, Customer Assistance, P.O. Box 1387, Warsaw, IN 46581-1387, or by e-mail at lcbdirect@lakecitybank.com. **IMPORTANT – Do not include your account number if contacting us via e-mail since e-mail is not a secure form of communication.**

L. OVERDRAFT/NON-SUFFICIENT FUNDS

An overdraft occurs when you do not have enough money in your account to cover a transaction. Transactions causing overdrafts can include checks, ATM cash withdrawals, digital bill payments, debit card purchases, transfers to another account, etc.

Lake City Bank will charge your account a fee for each transaction that causes an overdraft (up to and including six per day) unless the transaction that overdraws your account is \$5 or less. We charge a \$38 Overdraft fee if we honor and pay the item. We charge a \$38 NSF (Non-Sufficient Funds) fee if we return the item unpaid.

You may be able to reduce or avoid overdrafts by setting up a PATS Agreement or, upon approval, a line of credit that you then select to be connected to your deposit account.

- A Pre-authorized Transfer Service (PATS) agreement authorizes Lake City Bank to cover your overdraft from available funds in another checking or savings account at Lake City Bank. We make transfers in \$100 increments (if available in your account) and charge you a fee as described in the Administrative Charges Disclosure, or applicable Product Disclosure.
- If approved, you can set up a Lake City Bank line of credit to transfer funds automatically to cover an overdraft. We may assess a transfer fee depending on the terms of the line of credit agreement.

The transfer of funds using the Pre-authorized Transfer Service and transfers from any line of credit to avoid an overdraft or other fees, are automated transfers that will occur regardless of whether the amount transferred is sufficient to cover, or pay in its entirety, any transaction presented for payment. If the amount of funds transferred under the Pre-authorized Transfer Service or from a line of credit is insufficient to cover or pay a transaction presented for payment, you may incur a fee for both the Pre-authorized Transfer Service or transfer from your line of credit, AND an overdraft or NSF fee. Lake City Bank disclaims any responsibility to determine whether the amount of any funds transfer using the Pre-authorized Transfer Service or from a line of credit is sufficient to cover or pay in its entirety any transaction presented for payment. You acknowledge and agree that you are aware of the possibility of incurring both of these fees in the event any transfer is insufficient to pay a transaction presented for payment, and understand and agree that in the event any transfer is insufficient to cover or pay a transaction presented for payment, that you will pay a fee for both the Pre-authorized Transfer Service or transfer from your line of credit, AND an overdraft or NSF fee.

You can access your Lake City Bank account 24/7 with Lake City Bank Digital, where you can check balances, transfer funds and monitor all of your account activity.

FACTS

WHAT DOES LAKE CITY BANK DO WITH YOUR PERSONAL INFORMATION?

July 2022
(last revised Feb 2015)

Why?

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

What?

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

- Social Security number and income
- Account balances and payment history
- Credit history and transaction history

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

How?

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

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

Questions?

Call (888) 522-2265, email us at lcbdirect@lakecitybank.com or write us at Lake City Bank Customer Service, P.O. Box 1387, Warsaw, IN 46581-1387.

Continued on the back



What we do	
How does Lake City Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>Our employees are trained to comply with these security measures. We also limit our employees' access to customer information based on their responsibilities.</p>
How does Lake City Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> ■ Apply for a loan or open an account ■ Provide account information or tell us about your investment or retirement portfolio ■ Give us your income information <p>We also collect your personal information from others, such as credit bureaus or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> ■ sharing for affiliates' everyday business purposes—information about your creditworthiness ■ affiliates from using your information to market to you ■ sharing for nonaffiliates to market to you
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Lakeland Financial Corporation, a bank holding company, is an affiliate of Lake City Bank</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> ■ <i>Lake City Bank does not share with nonaffiliates so they can market to you</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> ■ <i>Our joint marketing partners include credit card companies</i>