

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
NEW ALBANY DIVISION**

STILLGOOD PRODUCTS, LLC and
REGINA LUCKETT, on behalf of themselves
and all others similarly situated,

Plaintiffs,

v.

WESBANCO BANK, INC.,

Defendant.

Case No. 4:21-cv-00018-SEB-DML

SETTLEMENT AGREEMENT AND RELEASE

PREAMBLE

This Settlement Agreement and Release (the “Agreement”) is entered into by and among plaintiffs Stillgood Products, LLC and Regina Lockett (“Named Plaintiffs”) and all those on whose behalf they are prosecuting this action (each of them a “Plaintiff” and all of them “Plaintiffs”), on the one hand, and defendant WesBanco Bank, Inc. (“Defendant”), on the other hand, as of the date executed below. All references in this Agreement to a “Party” or the “Parties” shall refer to a party or the parties to this Agreement.

RECITALS

A. On January 25, 2021, Plaintiff Stillgood Products, LLC filed a Class Action Complaint in the United States District Court for the Southern District of Indiana, entitled *Stillgood Products, Inc., individually and on behalf of all others situated v. WesBanco Bank, Inc.*, No. 4:21-cv-00018 (the “Indiana Case”). The Complaint asserted claims for breach of contract, breach of the covenant of good faith and fair dealing, and violation of the Indiana Deceptive Consumer Sales Act relating to APSN Fees (as defined below).

B. On February 4, 2021, Plaintiff Stillgood Products, LLC filed an Amended Class Action Complaint asserting the same claims.

C. On February 9, 2021, Plaintiff Stillgood Products, LLC filed a Second Amended Class Action Complaint asserting the same claims.

D. On April 23, 2021, the Parties filed a Joint Motion for Brief Stay While Parties Mediate This Matter, explaining that the parties had exchanged relevant settlement information and had agreed to mediate a potential resolution of this case with mediator John Trimble in early July 2021.

E. On April 27, 2021, the Court entered an Order Granting Joint Motion for Brief Stay Pending Outcome of Mediation, staying the case for 90 days.

F. On May 28, 2021, Plaintiff Regina Lockett filed a Class Action Complaint in the United States District Court for the Northern District of West Virginia, entitled *Regina Lockett, on behalf of herself and all others similarly situated v. WesBanco Bank, Inc.*, No. 5:21-cv-000081 (the “West Virginia Case”). The Complaint asserted claims for breach of contract and breach of the covenant of good faith and fair dealing relating to APSN Fees and Retry Fees (as defined below).

G. On June 21, 2021, Plaintiff Stillgood Products, LLC, and Plaintiff Regina Lockett filed an Unopposed Motion to Temporarily Lift Stay Solely for the Purpose of Entering the Third Amended Class Action Complaint and Reinstate Stay in the Indiana Case. On June 22, 2021, the Court granted Plaintiffs’ Unopposed Motion and directed the Clerk to docket the Third Amended Class Action Complaint (the “Complaint”), asserting the same three claims, but based on both APSN Fees and Retry Fees and adding Plaintiff Regina Lockett as a Named Plaintiff.

H. On July 27, 2021, the Parties filed a Joint Motion to Extend Stay While Parties Mediate This Matter. The Parties reported Mr. Trimble was unavailable to mediate the matter and that the parties had scheduled a mediation with mediator Jim Kay for September 28, 2021.

I. On July 29, 2021, the Court entered an Order on Joint Motion to Extend Stay While Parties Mediate This Matter, extending the stay to October 5, 2021.

J. On August 18, 2021, Plaintiff Regina Luckett filed a Stipulation of Voluntary Dismissal and dismissed the West Virginia Case. And on August 19, 2021, the United States District Court for the Northern District of West Virginia entered an Order Dismissing the West Virginia Case.

K. Concurrent with the above events, the Parties engaged in an analysis of the claims and the scope of potential damages.

L. On September 28, 2021, the Parties participated in a full-day mediation with Jim Kay. The Parties reached the basic terms of this Agreement.

M. On October 5, 2021, the Parties filed a Notice of Settlement.

N. Defendant has entered into this Agreement to resolve any and all controversies and disputes arising out of or relating in any way to the allegations made and the allegations which could have been made in the Complaint relating to APSN Fees and Retry Fees, and to avoid the burden, risk, uncertainty, expense, and disruption to its business operations associated with further litigation. Defendant does not in any way acknowledge, admit to, or concede any of the allegations made in the Complaint, and expressly disclaims and denies any fault or liability, or any charges of wrongdoing that have been or could have been asserted in the Complaint. Nothing contained in this Agreement shall be used or construed as an admission of liability and this Agreement shall not be offered or received in evidence in any action or proceeding in any court or other forum as an admission or concession of liability, improper acts, or wrongdoing of any nature or for any other purpose other than to enforce the terms of this Agreement.

O. Named Plaintiffs have entered into this Agreement to liquidate and recover on the claims asserted in the Complaint, and to avoid the risk, delay, and uncertainty of continued litigation. Named Plaintiffs do not in any way concede the claims alleged in the Complaint lack merit or are subject to any defenses.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated into and are an integral part of this Agreement, and in consideration of the mutual promises below, the Parties agree as follows:

1. DEFINITIONS. In addition to the definitions contained elsewhere in this Agreement, the following definitions shall apply:

(a) “Account” shall mean any checking account maintained by Defendant on behalf of a customer.

(b) “Action” shall mean *Stillgood Products, LLC and Regina Luckett, on behalf of themselves and all others situated v. WesBanco Bank, Inc.*, No. 4:21-cv-00018-SEB-DML.

(c) “Affiliates” shall mean an entity which controls, is controlled by, or is under common control with Defendant.

(d) “APSN Fees” shall mean fees that WesBanco Bank, Inc. charged and did not refund on Point of Sale debit card transactions, where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance when the transaction settled, and the transaction was assessed an overdraft fee when it was presented to Defendant for payment and posted to a customer’s account.

(e) “APSN Fee Class” shall mean those current and former customers of WesBanco Bank, Inc. who are residents of or had Accounts in Indiana, Ohio, Kentucky, West Virginia, Maryland, or Pennsylvania, and who were assessed one or more APSN Fees during the Class Period. Excluded from the APSN Fee Class is Defendant, its parents, subsidiaries, Affiliates, officers, and directors; all individuals or entities who make a timely election to opt out or be excluded from the APSN Fee Class; and all judges assigned to this Action and their immediate family members.

(f) “Bar Date to Object” shall be the date set by the Court as the deadline for Class Members to file an objection, and shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(g) “Bar Date to Opt Out” shall be the date set by the Court as the deadline for Class Members to opt out. The Bar Date shall be thirty (30) days after the date the Notice (defined below) must be delivered to the Class Members.

(h) “Class” or “Classes” shall mean all Class Members of the APSN Fee Class and the Retry Fee Class.

(i) “Class Counsel” shall mean Cohen & Malad, LLP; Branstetter, Stranch & Jennings, PLLC; The Kick Law Firm, APC; and the Johnson Firm.

(j) “Class Member(s)” shall mean any person who is in the APSN Fee Class or the Retry Fee Class and who does not submit a timely Exclusion Letter.

(k) “Class Period” shall mean the period from January 25, 2011, through the date this Agreement is fully executed.

(l) “Complaint” shall mean the Third Amended Class Action Complaint filed in this Action on June 22, 2021.

(m) “Court” shall mean the United States District Court for the Southern District of Indiana, New Albany Division.

(n) “Current Customer” shall mean a Class Member who continues to maintain an Account as of the date that the Net Settlement Fund is distributed to Class Members pursuant to this Agreement.

(o) “Customer” shall mean any person who has or had any interest, whether legal or equitable, in an Account with Defendant.

(p) “Defendant” or “WesBanco Bank, Inc.” shall mean WesBanco Bank, Inc., and its past, present and future predecessors, successors, and assigns.

(q) “Defendant’s Counsel” shall mean Keating, Muething & Klekamp, PLL.

(r) “Effective Date” shall be thirty (30) days after the entry of the Final Approval Order (defined below) provided no objections are made to this Agreement. If there are objections to the Agreement, then the Effective Date shall be the later of: (1) thirty (30) days after entry of the Final Approval Order if no appeals are taken from the Final Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days after an Appellate Court ruling affirming the Final Approval Order; or (3) thirty (30) days after entry of a dismissal of the appeal.

(s) “Escrow Account” shall mean the interest-bearing account to be established by the Settlement Administrator consistent with the terms and conditions described in Section 8 of this Agreement and into which Defendant will deposit the Settlement Fund.

(t) “Exclusion Letter” shall mean a letter by a Class Member who elects to opt out of this Agreement.

(u) “Final Approval Hearing Date” shall be the date set by the Court for the hearing on any and all motions for final approval of this Agreement.

(v) “Final Approval Order” shall mean the Order and Judgment approving this Agreement issued by the Court at or after the Final Approval Hearing Date.

(w) “Final Report” shall mean the report prepared by the Settlement Administrator of all receipts and disbursements from the Settlement Fund, as described in Section 11, below.

(x) “Former Customer” shall mean a Class Member who no longer maintains an Account as of the date that the Net Settlement Fund is distributed to Class Members pursuant to this Agreement.

(y) “Long Form Notice” shall mean the long form notice to Class Members attached hereto as **Exhibit 1**. The Long Form Notice will be posted to the Settlement Website and shall be available to Class Members by email on request to the Settlement Administrator.

(z) “Motion for Final Approval” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6, below, which shall be filed forty-five (45) days after the date the Notice (defined below) must be delivered to Class Members.

(aa) “Motion for Award of Fees, Costs, and Service Award” shall mean the motion or motions filed by Class Counsel, as referenced in Section 6 below, which shall be filed fifteen (15) days after the date the Notice (defined below) must be delivered to Class Members.

(bb) “Net Settlement Fund” shall mean the net amount of the Settlement Fund after payment of court-approved attorneys’ fees and costs, the costs of Notice, any service awards allowed by the Court, and any fees paid to the Settlement Administrator.

(cc) “Notice” shall mean a short form of the Notice that shall be sent by email to Class Members who agreed to receive account notices by email and that shall be sent by mail to Class Members who did not agree to receive account notices by email or for whom the Settlement Administrator is unable to send email notice using the email addresses provided by Defendant in the form attached as **Exhibit 2**.

(dd) “Preliminary Approval Order” shall mean the Order issued by the Court preliminarily approving this Agreement and authorizing the sending of the Notice to Class Members, as provided in Sections 4 and 5, below.

(ee) “Retry Fees” shall mean nonsufficient funds fees or overdraft fees that WesBanco Bank, Inc. charged and did not refund on an Automated Clearing House (ACH) or check transaction that had been re-submitted by a merchant after being returned unpaid and assessed a fee due to insufficient funds.

(ff) “Retry Fee Class” shall mean those current and former customers of WesBanco Bank, Inc. who are residents of or had Accounts in Indiana, Ohio, Kentucky, West Virginia, Maryland, or Pennsylvania, and who were assessed one or more Retry Fees during the Class Period. Excluded from the Retry Fee Class is Defendant, its parents, subsidiaries, Affiliates, officers, and directors; all individuals or entities who make a timely election to opt out or be excluded from the Retry Fee Class; and all judges assigned to this Action and their immediate family members.

(gg) “Settlement” shall mean the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement.

(hh) “Settlement Administrator” shall mean the entity that will provide the notice and other administrative handling of this Settlement Agreement.

(ii) “Settlement Class Member Payment” shall mean the cash distribution that will be made from the Net Settlement Fund to each Class Member, pursuant to the allocation terms of the Settlement.

(jj) “Settlement Fund” shall mean the amount of four million seven hundred and fifty thousand dollars (\$4,750,000.00) cash fund to be paid by Defendant under the terms of this Agreement.

(kk) “Uncollected Amounts” shall mean the amount of one million seven hundred thousand dollars (\$1,700,000.00) in APSN Fees and Retry Fees or other amounts that Class Members owe to Defendant and that remain unpaid on Class Members’ Accounts that were closed with a negative balance on or before the date this Agreement is fully executed, as identified by the Parties based on review and analysis of Defendant’s reasonably accessible data and information.

(ll) “Value of the Settlement” shall mean the sum of six million four hundred and fifty thousand dollars (\$6,450,000.00), comprised of the value of the Settlement Fund plus the value of the Uncollected Amounts.

2. CLASS ACTION SETTLEMENT. Named Plaintiffs shall propose and recommend to the Court that the APSN Fee Class and the Retry Fee Class be certified for purposes of implementing the terms of the settlement provided for in this Agreement. Defendant agrees solely for purposes of the settlement provided for in this Agreement, and the implementation of such settlement, that this case shall proceed as a class action; provided, however, that if a Final Approval Order is not issued, then Defendant shall retain all rights to object to maintaining this case as a class action. Named Plaintiffs and Class Counsel shall not reference this Agreement in support of any subsequent motion relating to certification of a liability class.

3. FORGIVENESS OF UNCOLLECTED AMOUNTS. Subject to the conditions provided for in this Agreement, Defendant shall forgive the Uncollected Amounts. To the extent appropriate account detail and identifying information is available, Defendant will use its reasonable best efforts to update the negative reporting to Chexsystems with respect to the amounts owed by Class Members (to the extent still reported) who receive forgiveness of Uncollected Amounts. Defendant shall notify Class Counsel of those accounts to which debt forgiveness has been applied. A Class Member whose Uncollected Amounts are less than the total APSN Fees and Retry Fees on his or her account may receive both forgiveness of Uncollected Amounts under this section and a distribution of Settlement Class Member Payments.

4. PRELIMINARY SETTLEMENT APPROVAL. Class Counsel shall use reasonable efforts to promptly file a motion seeking a Preliminary Approval Order. The Preliminary Approval Order shall provide for: preliminary approval of this Agreement, provisional certification of the Classes for settlement purposes, appointment of Class Counsel as counsel to the provisionally certified Classes, appointment of Named Plaintiffs as representatives of the provisionally certified Classes, and the requirement that the Notice be given to Class Members as provided in Section 5, below (or as otherwise determined by the Court).

5. NOTICE TO THE CLASS.

(a) The Settlement Administrator shall send the Notice, as applicable, to all members of the Class as specified by the Court in the Preliminary Approval Order.

(b) For those Class Members who are current customers of Defendant and have agreed to receive notices regarding their accounts from Defendant electronically, Defendant shall provide the Settlement Administrator with the most recent email addresses it has for these Class Members. The Settlement Administrator shall email the Notice to each such person's last known email address, in a manner that is calculated to avoid being caught and excluded by spam filters or other devices intended to block mass email. For any emails that are returned undeliverable, the Settlement Administrator shall use the best available databases to obtain current email address information for Class Members, update its database with these emails, and resend the Notice. The Notice shall inform Class Members how they may request a copy of the Long Form Notice.

(c) For those Class Members who are not current customers of Defendant or who have not agreed to receive electronic notices regarding their accounts from Defendant, the Notice shall be mailed to these Class Members by first class United States mail to the best available mailing addresses. Defendant shall provide the Settlement Administrator with last known mailing addresses for these Class Members. The Settlement Administrator will run the names and addresses through the National Change of Address Registry and update as appropriate. If a mailed Notice is returned with forwarding address information, the Settlement Administrator shall re-mail the Notice to the forwarding address. For all mailed Notices that are returned as undeliverable, the Settlement Administrator shall use standard skip tracing devices to obtain forwarding address information and, if the skip tracing yields a different forwarding address, the Settlement Administrator shall re-mail the Notice to the address identified in the skip trace, as soon as reasonably practicable after the receipt of the returned mail.

(d) The Long Form Notice shall be posted on the Settlement Website created by the Settlement Administrator and shall be available to Class Members by email on request to the Settlement Administrator.

(e) The Settlement Administrator shall maintain a database showing mail and email addresses to which each Notice was sent and any Notices that were not delivered by mail and/or email. A summary report of the Notice shall be provided to the Parties at least five (5) days prior to the deadline to file the Motion for Final Approval. The database maintained by the Settlement Administrator regarding the Notice shall be available to the Parties and the Court upon request. It shall otherwise be confidential and shall not be disclosed to any third party. To the extent the database is provided to Class Counsel, it shall be used only for purposes of implementing the terms of this Agreement and shall not be used for any other purposes.

(f) The Long Form Notice and the Notice shall be in a form approved by the Court and, substantially similar to the notice forms attached hereto as Exhibits 1 and 2. The Parties may by mutual written consent make non-substantive changes to the Notices without Court approval.

(g) All costs associated with publishing, mailing, and administering the Notice as provided for in this Section, and all costs of administration including, but not limited to, the Settlement Administrator's fees and costs shall be paid out of the Settlement Fund.

6. MOTION FOR FINAL APPROVAL AND MOTION FOR FEES, COSTS, AND SERVICE AWARDS. No later than fifteen (15) days after the Bar Date to Opt Out and the Bar Date to Object, and provided the conditions in Section 17, below, are satisfied, Class Counsel shall file a Motion for Final Approval of this Agreement so that the same can be heard on the Final Approval Hearing Date. Fifteen (15) days after the Notice is sent to Class Members, Class Counsel shall file a Motion for Fees, Costs, and Service Awards that shall also be posted to the Settlement Website.

7. ENTRY OF JUDGMENT. The Final Approval Order shall constitute the Court's final judgment in this action. The Court shall retain jurisdiction to enforce the terms of the Final Approval Order.

8. THE SETTLEMENT FUND AND DISTRIBUTION.

(a) Payments to Class Members. Within fifteen (15) days after entry of the Preliminary Approval Order, Defendant shall transfer the Settlement Fund into the Escrow Account established by the Settlement Administrator. The Settlement Fund shall be the total amount Defendant is obligated to pay under the terms of this Agreement and includes (a) Class Counsels' fees and costs; (b) any service award payments to the Named Plaintiffs; (c) costs associated with administering the Notice in accordance with Section 5, above; (d) any fees paid to the Settlement Administrator for services rendered in connection with the administration process; and (e) any *cy pres* payment. Defendant shall not make any additional or further contributions to the Settlement Fund, nor shall Defendant be responsible for any payments, costs, fees, or obligations other than payment of the Settlement Fund. In the event a Final Approval Order is not issued, or this Agreement is terminated by either Party for any reason, including pursuant to Section 17, below, the portion of the Settlement Fund paid to the Settlement Administrator (including accrued interest, if any) less expenses actually incurred by the Settlement Administrator or due and owing to the Settlement Administrator in connection with the settlement provided for herein, shall be refunded to Defendant within two (2) business days.

(b) All funds held by the Settlement Administrator shall be held in the Escrow Account, shall be deemed and considered to be in *custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until distributed or returned pursuant to this Agreement.

(c) All funds held by the Settlement Administrator in the Escrow Account at any time shall be deemed to be a Qualified Settlement Fund as described in Treasury Regulation §1.468B-1, 26 C.F.R. §1.468B-1. All taxes (including estimated taxes, and any interest or penalties relating to them) arising with respect to the income earned by the Escrow Account or otherwise, including any taxes or tax detriments that may be imposed upon Defendant, Defendant's Counsel, Named Plaintiffs, or Class Counsel with respect to income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a Qualified Settlement Fund for purposes of federal or state income taxes or otherwise (collectively "Taxes") shall be paid out of the Escrow Account. Defendant and Defendant's Counsel and Named Plaintiffs and Class Counsel shall have no liability or responsibility for any of the Taxes and make no representations as to the taxability of any portions of the payments to Class Members, including Named Plaintiffs. The Settlement Administrator, with the funds in the Escrow Account, shall indemnify and hold

Defendant and Defendant's Counsel and Named Plaintiffs and Class Counsel harmless for Taxes (including, without limitation, Taxes payable by reason of such indemnification).

(d) Payments shall be made from the Settlement Fund as follows:

(i) Plaintiffs' Fees and Costs. Plaintiffs' reasonable attorneys' fees and costs, as determined and approved by the Court, shall be paid from the Settlement Fund ten (10) days after entry of the Final Approval Order. The fees and expenses shall constitute full satisfaction of any obligation on the part of Defendant to pay any person, attorney, or law firm for attorneys' fees, costs, or any other expense incurred on behalf of Named Plaintiffs, the APSN Fee Class, the Retry Fee Class, or Class Counsel in this Action, and which are approved by the Court. The payment of attorneys' fees, costs, and expenses of Class Counsel shall be made as determined and ordered by the Court. Defendant and Defendant's Counsel shall have no responsibility for any allocation and no liability whatsoever to any person or entity claiming any share of the Settlement Fund to be distributed for payment of attorneys' fees, costs, or expenses or any other payment from the Settlement Fund. In the event the Effective Date does not occur or should the judgment approving the settlement be reversed on appeal, Class Counsel shall immediately repay all fees and costs to Defendant. If the award of fees and costs be reduced on appeal, Class Counsel shall immediately repay into the Settlement Fund an amount equal to the reduction ordered by the appellate court. The Parties agree that the Court's failure to approve, in whole or in part, any award of attorneys' fees shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

(ii) Service Award. Subject to Court approval, Named Plaintiffs shall each be entitled to receive a service award of up to ten thousand dollars (\$10,000) from the Settlement Fund for their role as the Named Plaintiffs. The Parties agree that the Court's failure to approve, in whole or in part, any service award shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

(iii) Settlement Administrator's Fees. The Settlement Administrator's fees and costs, including estimated fees and costs to fully implement the terms of this Agreement, as approved by the Court, shall be paid from the Settlement Fund within ten (10) days after the Effective Date. The Parties agree that the Court's failure to approve, in whole or in part, the Settlement Administrator's fees and costs, shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

(iv) Payments to Class Members. To determine the Settlement Class Member Payments to Class Members, Defendant shall provide reasonably accessible information and data to Class Counsel's expert and the Settlement Administrator to determine the Settlement Class Member Payments to the Class Members. The calculation and implementation of allocations of the Settlement Fund contemplated by this section shall be done by Class Counsel's expert for the purpose of compensating Class Members and shall to the extent reasonably possible be made on a pro rata basis based on the amount of relevant fees paid by a Class Member. Neither Defendant nor its counsel shall have any responsibility for the calculation and Class Members shall have no recourse against

Defendant or Defendant's Counsel with respect to the calculation. The methodology of Settlement Class Member Payments will be applied to the data as consistently, sensibly, and conscientiously and reasonably as possible, recognizing and taking into consideration the nature and completeness of the data and the purpose of the computations. Consistent with its contractual, statutory, and regulatory obligations to maintain security and protect its customers' private financial information, Defendant shall make available such additional data and information as may reasonably be needed by Class Counsel's expert to confirm and/or effectuate the calculations and allocations contemplated by this Agreement. Class Counsel shall confer with Defendant's counsel concerning any such additional data and information. All such data and information produced by Defendant for the purpose of confirming and/or effectuating the calculations and allocations contemplated by this Agreement shall be returned to Defendant's counsel or destroyed. The costs of Class Counsel's expert to make this calculation shall be paid from the Settlement Fund and Defendant agrees to use reasonable efforts to aid in data collection efforts to reduce that cost.

(e) Defendant shall provide notice of the settlement provided for in this Agreement as required under the Class Action Fairness Act, 28 U.S.C § 1715.

9. DISTRIBUTION OF SETTLEMENT FUNDS.

(a) Within ten (10) days after the Effective Date, the Settlement Administrator shall send the aggregate amount of the Settlement Class Member Payments, which are to be credited to Current Customers, to Defendant.

(b) Within thirty (30) days after the Effective Date, Defendant shall credit the Accounts of all Current Customers, based on the calculations provided by Class Counsel's expert. Such payments to Current Customers will be accompanied by a description to be determined by Defendant. Defendant will bear any costs associated with implementing the Account credits to Current Customers discussed in this paragraph.

(c) Within thirty (30) days after the Effective Date, the Settlement Administrator shall send Settlement Class Member Payments to Former Customers by check mailed to the Customer's last known address.

(d) For Former Customers with jointly held Accounts, Settlement Class Member Payments will be made by check, made payable to all Customers on the Account, and will be mailed to the first/primary Customer listed on the Account.

(e) The Settlement Administrator will make reasonable efforts to locate the proper address for any check returned by the Postal Service as undeliverable and will re-mail it one time to the updated address or, in the case of a jointly held Account, and in the Settlement Administrator's discretion, to a Customer other than the one listed first.

(f) In the event of any complications arising in connection with the issuance or cashing of a check, the Settlement Administrator shall provide written notice to Class Counsel

and Defendant's Counsel. Absent specific instructions from Class Counsel, the Settlement Administrator shall proceed to resolve the dispute using the best practices and procedures to ensure that the funds are fairly and properly distributed to the Class Member entitled to receive the payment.

10. DISPOSITION OF RESIDUAL FUNDS.

(a) Within one (1) year after the date the Settlement Administrator first mails the Settlement Class Member Payments, any remaining amounts resulting from uncashed checks or returned checks ("Residual Funds") shall be distributed as follows:

(i) First, the amount of the Net Settlement Fund attributable to uncashed checks or returned checks sent by the Settlement Administrator shall be held by the Settlement Administrator for one (1) year from the date that the check was first mailed by the Settlement Administrator. During this time, the Settlement Administrator shall make reasonable effort to locate intended recipients of Settlement Class Member Payments whose checks were returned to effectuate delivery of such checks. The Settlement Administrator shall make only one (1) such additional attempt to identify updated addresses and re-mail or re-issue a check to those for whom an updated address was obtained.

(ii) Second, any Residual Funds remaining after distribution shall be to an appropriate *cy pres* recipient, in accordance with Section 12 below.

(iii) All costs of any subsequent distribution will come from the Residual Funds.

(b) Except in the event that the Final Approval Order is not entered by the Court, no portion of the Settlement Fund shall revert to Defendant.

11. THE SETTLEMENT ADMINISTRATOR.

(a) The Settlement Administrator shall be selected by Class Counsel in consultation with the Defendant and Defendant's Counsel.

(b) The Settlement Administrator shall execute a retainer agreement that shall provide, among other things, that the Settlement Administrator shall be bound by and shall perform the obligations imposed on it under the terms of this Agreement. The retainer agreement shall include provisions requiring that all Class Member data shall be strictly confidential and secured by the Settlement Administrator by means of data security measures that meet the requirements of 12 C.F.R. § 748, and appendices thereto, and shall not be disclosed other than as provided for under the terms of this Agreement or as ordered by the Court.

(c) The Settlement Administrator shall be subject to the jurisdiction of the Court with respect to the administration of this Agreement.

(d) The Settlement Administrator shall keep all information regarding Class Members and Defendant confidential except as otherwise provided herein. All data created and/or obtained and maintained by the Settlement Administrator pursuant to this Agreement shall be destroyed twelve (12) months after the Final Report is submitted to the Court, provided that Class Counsel and Defendant's Counsel, or either of them, at their own cost, shall receive a complete copy of the Settlement Administrator's records, together with a declaration establishing completeness and authenticity, which they may maintain consistent with their own document retention policies. To the extent Class Counsel receives a copy of the class list, it shall be subject to the terms of the Southern District of Indiana's Uniform Stipulated Protective Order and shall not be used for any purposes other than the implementation of this Agreement.

(e) The Settlement Administrator also shall be responsible for timely and properly filing all tax returns necessary or advisable, if any, with respect to the Settlement Fund and the Escrow Account. While Defendant will issue 1099-Cs to certain Class Members in connection with the forgiveness of Uncollected Amounts, Class Members shall be responsible for their own tax reporting of payments or credits received under the terms of this Agreement.

(f) The Settlement Administrator shall provide the data in its administration database to Defendant's Counsel and/or Class Counsel in response to any written request, including an email request. The written request shall be copied to the other Party when made. Such information shall be used only for purposes of the implementation of this Agreement.

(g) The duties of the Settlement Administrator, in addition to other responsibilities that are described in the preceding paragraphs and elsewhere in this Agreement, are as follows:

(i) Use the name, email, and postal address information for Class Members provided by Defendant in connection with the Notice for the purpose of mailing or emailing the Notice and later mailing Settlement Class Member Payment checks to Former Customers;

(ii) Establish and maintain a Post Office box for the receipt of exclusion/opt out requests and objections;

(iii) Establish and maintain the Settlement Website;

(iv) Establish and maintain an automated toll-free telephone number for Class Members to call with settlement-related inquires and answer frequently asked questions of Class Members who call with or otherwise communicate such inquiries;

(v) Respond to any mailed Class Member inquiries;

(vi) Process all requests for exclusion from the Class;

(vii) Provide weekly reports to Class Counsel and Defendant's Counsel that summarize the number of requests for exclusion and/or objections received that week,

the total number of exclusion requests and/or objections received to date and other pertinent information;

(viii) In advance of the Final Approval Hearing, prepare an affidavit or declaration to submit to the Court confirming Notice was completed, describing how the Notices were completed, providing information on the Class Members who timely and properly opted-out from the APSN Fee Class or the Retry Fee Class and those Class Members who timely filed objections, and any other information as may be necessary to allow the Parties to seek and obtain Final Approval;

(ix) Pay invoices, expenses and costs upon approval by Class Counsel and Defendant's Counsel;

(x) Prepare a Final Report of all receipts and disbursements from the Settlement Fund;

(xi) Any other Settlement administration related functions at the instruction of Class Counsel and Defendant's Counsel, including, but not limited to, verifying that the Settlement Fund has been distributed.

12. CY PRES PAYMENT. Subject to Court approval, the total amount of Residual Funds held by the Settlement Administrator after distribution of the Net Settlement Fund, shall be paid by the Settlement Administrator to an appropriate Cy Pres recipient or recipients agreed to by the Parties and approved by the Court.

13. REVISIONS TO DEFENDANT'S ACCOUNT AGREEMENT AND DISCLOSURES.

(a) The Parties understand and agree that the provision of the following non-monetary relief by Defendant, in consideration of the mutual promises made in this Agreement, constitutes a material component of the Settlement: Effective as of July 1, 2021, Defendant issued revised disclosures for Account holders further clarifying Defendant's policies with respect to APSN Fees, Retry Fees, the authorization and settlement procedures related to debit card transactions, the processing of items, and the assessment of overdraft fees and nonsufficient funds fees. A true and accurate copy of Defendant's revised disclosures (the "Revised Disclosures") are attached hereto as **Exhibit 3**.

(b) Within 15 days after entry of the Preliminary Approval Order, Class Counsel will review Defendant's Revised Disclosures and will provide in good faith additional proposed revisions relating to APSN Fees and Retry Fees that Class Counsel approves of. In the event further revisions are made to the Revised Disclosures, such disclosures will be attached as an exhibit to the Motion for Final Approval.

(c) Class Counsel shall agree and represent in the Motion for Final Approval, in the Proposed Final Approval Order, and at the Final Approval Hearing, that the Revised

Disclosures, as supplemented by the revisions recommended by Class Counsel, if any, are approved by Class Counsel as adequate disclosures of APSN Fees and Retry Fees.

14. OPT-OUTS.

(a) A member of the Class who wishes to exclude himself or herself from this Agreement, and from the release of claims and defenses provided for under the terms of this Agreement, shall submit an Exclusion Letter by mail to the Settlement Administrator. For an Exclusion Letter to be valid, it must be postmarked on or before the Bar Date to Opt Out. Any Exclusion Letter shall identify the member of the Class, state that the person wishes to exclude himself or herself from the Agreement, and shall be signed and dated.

(b) The Settlement Administrator shall maintain a list of persons who have excluded themselves and shall provide such list to Defendant's Counsel and Class Counsel at least five (5) days prior to the date Class Counsel is required to file the Motion for Final Approval. The Settlement Administrator shall retain the originals of all Exclusion Letters (including the envelopes with the postmarks). The Settlement Administrator shall make the original Exclusion Letters available to Class Counsel, Defendant's Counsel, and/or the Court upon two (2) court days' written notice.

15. OBJECTIONS.

(a) Any Class Member, other than a person who timely submits an Exclusion Letter, may object to this Agreement.

(b) To be valid and considered by the Court, the objection must be in writing and sent by first class mail, postage pre-paid, to the Settlement Administrator. The objection must be postmarked on or before the Bar Date to Object, and must include the following information:

(i) The objector's name, address, telephone number, the last four digits of his or her Account number or former Account number, and the contact information for any attorney retained by the objector in connection with the objection or otherwise in connection with this case;

(ii) A statement of the factual and legal basis for each objection and any exhibits the objector wishes the Court to consider in connection with the objection; and

(iii) A statement as to whether the objector intends to appear at the Final Approval Hearing, either in person or through counsel, and, if through counsel, identifying the counsel by name, address, and telephone number.

(c) Class Counsel shall file any objections and responsive pleadings at least seven (7) days prior to the Final Approval Hearing Date.

16. GENERAL RELEASE. As of the Effective Date, except as to the rights and obligations provided for under the terms of this Agreement, Named Plaintiffs and each Class

Member, on behalf of himself or herself and on behalf of his or her respective heirs, assigns, beneficiaries, and successors (the “Releasing Parties”), shall automatically be deemed to have fully and irrevocably released and forever discharged Defendant, and all of its past, present and future predecessors, successors, parents, subsidiaries, divisions, employees, Affiliates, assigns, officers, directors, shareholders, representatives, attorneys, insurers and agents (collectively, the “Defendant Releasees”) from any and all losses, fees, charges, complaints, claims, debts, liabilities, demands, obligations, costs, expenses, attorneys’ fees, actions, and causes of action of every nature, character, and description, whether known or unknown, asserted or unasserted, suspected or unsuspected, fixed or contingent, legal, statutory, or equitable, based on contract, tort, or any other theory, that result from, arise out of, and/or in any way relate to the conduct, omissions, duties, or facts during the Class Period that were or could have been alleged in the Complaint (the “Released Claims”) relating to the assessment of APSN Fees or Retry Fees.

Each Class Member is barred and permanently enjoined from bringing on behalf of themselves, or through any person purporting to act on their behalf or purporting to assert a claim under or through them, any of the Released Claims against the Defendant Releasees in any forum, action, or proceeding of any kind. In addition to any other defenses the Defendant Releasees may have at law, in equity, or otherwise, to the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of this Agreement or the release contained herein.

The Releasing Parties may hereafter discover facts other than or different from those that he/she knows or believes to be true with respect to the subject matter of the claims released herein, or the law applicable to such claims may change. Nonetheless, each of those individuals expressly agrees that, as of the Effective Date, he/she shall have automatically and irrevocably waived and fully, finally, and forever settled and released known or unknown, suspected or unsuspected, asserted or unasserted, liquidated or unliquidated, contingent or non-contingent claims with respect to all of the matters described in or subsumed by herein. Further, each of those individuals agree and acknowledge that he/she shall be bound by this Agreement, included by the release herein and that all of their claims in the Action shall be dismissed with prejudice and released, whether or not such claims are concealed; without regard to subsequent discovery of different or additional facts and subsequent changes in the law; and even if he/she never receives actual notice of the Settlement, never receives forgiveness of Uncollected Amounts, and/or never receives a distribution of funds or credits from the Settlement.

Except for the forgiveness of Uncollected Amounts provided for in Section 3, nothing in this Agreement shall operate or be construed to release any claims or rights that Defendant has to recover any past, present or future amounts that may be owed by Named Plaintiffs or by any Class Member on his/her accounts, loans or other debts with the Defendant Releasees, pursuant to the terms and conditions of such accounts, loans, or any other debts. Likewise, nothing in this Agreement shall operate or be construed to release any defenses, rights, or set-off that Named Plaintiffs or any Class Member has other than with respect to the Released Claims, in the event the Defendant Releasees seek to recover any past, present, or future amounts that may be owed by

Named Plaintiffs or by any Class Member on his/her accounts, loans, or other debts with Defendant Releasees, pursuant to the terms and conditions of such accounts, loans, or any other debts.

17. CONDITIONS TO SETTLEMENT.

(a) This Agreement shall be subject to and is expressly conditioned on the occurrence of all of the following events:

(i) The Court has entered the Preliminary Approval Order, as required by Section 4 above;

(ii) The Court has entered the Final Approval Order as required by Sections 6 and 7 above, and all objections, if any, to such Order are overruled, and all appeals taken from such Order are resolved in favor of approval; and

(iii) The Effective Date has occurred.

(b) If all of the conditions specified in Section 17(a) are not met, then this Agreement shall be canceled and terminated.

(c) Defendant shall have the option to terminate this Agreement if five percent (5%) or more of the Class Members opt out. Defendant shall notify Class Counsel and the Court of its intent to terminate this Agreement pursuant to this Section 17 within ten (10) business days after the Bar Date to Opt Out, or the option to terminate shall be considered waived.

(d) Either Party shall have the right to terminate this Agreement if the Court rejects, materially modifies, materially amends or changes the Settlement.

(e) In the event this Agreement is terminated, pursuant to Section 17(c) and/or (d) immediately above, or fails to become effective in accordance with Sections 17(a) and/or (b) immediately above, then the Parties shall be restored to their respective positions in this case as they existed as of the date of the execution of this Agreement. In such event, the terms and provisions of this Agreement shall have no further force and effect with respect to the Parties and shall not be used in this case or in any other action or proceeding for any other purpose, and any order entered by this Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*. In addition, any discussions, offers, or negotiations associated with this Settlement shall not be discoverable or offered into evidence or used in any action or proceeding for any purpose.

18. REPRESENTATIONS.

(a) The Parties to this Agreement represent that they have each read this Agreement and are fully aware of and understand all of its terms and the legal consequences thereof. The Parties represent that they have consulted or have had the opportunity to consult with and have received or have had the opportunity to receive advice from legal counsel in connection with their review and execution of this Agreement.

(b) The Parties represent and warrant that they mutually prepared this Agreement and that neither Party shall be considered to be the drafter of this Agreement or any of its provisions for the purposes of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of the Agreement.

(c) The Parties have not relied on any representations, promises, or agreements other than those expressly set forth in this Agreement.

(d) The Named Plaintiffs, on behalf of the Class Members, represent that they have made such inquiry into the terms and conditions of this Agreement as they deem appropriate, and that by executing this Agreement, they, based on Class Counsel's advice, and their understanding of the case, believe the Agreement and all the terms and conditions set forth herein, are fair and reasonable to all Class Members.

(e) The Named Plaintiffs represent that they have no knowledge of conflicts or other personal interests that would in any way impact their representation of the APSN Fee Class or the Retry Fee Class in connection with the execution of this Agreement.

(f) The Parties represent and warrant that they have the full power and authority necessary to execute this Agreement. Any person executing this Agreement in a representative capacity represents and warrants that they are fully authorized to do so and to bind the Party on whose behalf they have signed this Agreement to all the terms and provisions of this Agreement.

19. NO PRESS RELEASE. Neither Party shall issue any press release or shall otherwise initiate press coverage of the Settlement. If contacted, the Party may respond generally by stating that the case has been settled by mutual agreement and the Settlement was a fair and reasonable result.

20. FURTHER ASSURANCES. Each of the Parties hereto agrees to execute and deliver all such further documents consistent with this Agreement, and to take all such further actions consistent with this Agreement, as may be required in order to carry the provisions of this Agreement into effect, subject to Class Counsel's obligation to protect the interests of the Class Members.

21. OBLIGATION TO MEET AND CONFER. Before filing a motion in the Court raising a dispute arising out of or related to this Agreement, the Parties shall consult with each other and certify to the Court that they have consulted.

22. JURISDICTION. The Court shall retain jurisdiction over the implementation, enforcement, and performance of this Agreement, and shall have exclusive jurisdiction over any suit, action, proceeding, or dispute arising out of or relating to this Agreement that cannot be resolved by negotiation and agreement by counsel for the Parties. The Court shall retain jurisdiction with respect to the administration, consummation, and enforcement of the Agreement and shall retain jurisdiction for enforcing all terms of this Agreement. The Court shall also retain jurisdiction over all questions and/or disputes related to the Notice program and Settlement

Administrator. As part of their agreement to render services in connection with this Settlement, the Settlement Administrator shall consent to the jurisdiction of the Court for this purpose. The Court shall retain jurisdiction over the enforcement of the Court's injunction barring and enjoining all Releasing Parties from asserting any of the Released Claims and from pursuing any Released Claims against Defendant Releasees at any time, including during any appeal from the Final Approval Order.

23. APPLICABLE LAW; CONSTRUCTION OF THE AGREEMENT. This Agreement shall be governed by and interpreted, construed, and enforced pursuant to the laws of the State of Indiana. The language of all parts, terms, and provisions of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. As used in this Agreement, the singular or plural number shall be deemed to include the other whenever context so indicates or requires. All headings and captions in this Agreement are for purposes of reference and convenience only and shall not be interpreted as having any substantive meaning. Any inconsistency between the headings used in this Agreement and the text of the paragraphs shall be resolved in favor of the text.

24. CALCULATION OF TIME. Unless stated otherwise, all time listed in this Agreement is in calendar days. Time is calculated by (a) excluding the day of the event that triggers the period; (b) counting every day including intermediate Saturdays, Sundays, and legal holidays; and (c) including the last day of the period, but if the last day is a Saturday, Sunday, or legal holiday, the period continues to run until the end of the next day that is not a Saturday, Sunday, or legal holiday.

25. NO ORAL MODIFICATION. This Agreement may not be amended or modified except by a written instrument signed by Class Counsel and Defendant's Counsel and, if after the Preliminary Approval Order is issued, approved by the Court.

26. NO WAIVER. No waiver of any provision of this Agreement shall be binding unless executed in writing by the Party making the waiver. The waiver by any Party of any breach of this Agreement by another Party shall not be deemed or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, of this Agreement.

27. ENTIRE AGREEMENT. This Agreement, including the exhibits attached hereto, constitutes the entire agreement made by and between the Parties pertaining to the subject matter hereof, and fully supersedes any and all prior or contemporaneous understandings, representations, warranties, and agreements made by the Parties hereto or their representatives pertaining to the subject matter hereof. No extrinsic evidence whatsoever may be introduced in any judicial proceeding involving the construction or interpretation of this Agreement.

28. BINDING ON SUCCESSORS. This Agreement shall inure to the benefit of, and shall bind, each of the Releasing Parties and Defendant Releasees and their successors and assigns.

29. SEVERABILITY. In the event any one or more of the provisions of this Agreement is determined to be invalid, illegal or unenforceable in any respect, the validity, legality

and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

30. COUNTERPARTS AND FACSIMILE SIGNATURES. This Agreement may be executed and delivered in separate counterparts, each of which, when so executed and delivered, shall be an original, but such counterparts together shall constitute but one and the same instrument and agreement. Facsimile and pdf signature pages shall have the same force and effect as original signatures.

31. NOTIFICATION. Any notice to be given to Class Counsel and/or Named Plaintiffs shall be sent by email as follows:

Lynn A. Toops
Cohen & Malad, LLP
One Indiana Square
Suite 1400
Indianapolis
Indianapolis, IN 46204
317-636-6481
Fax: 317-636-2593
ltoops@cohenandmalad.com

- And —

J. Gerard Stranch, IV
Branstetter, Stranch & Jennings, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
615-254-8801
gerards@bsjfirm.com

- And —

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
310-395-2988
taras@kicklawfirm.com

Any notice to be given to Defendant under the terms of this Agreement shall be sent by email as follows:

James E. Burke
Steven C. Coffaro
Amanda Brooke Burton

KEATING MUETHING & KLEKAMP PLL
One East Fourth Street, Suite 1400
Cincinnati, OH 45202
Telephone: 513.579.6400
Fax: 513.579.6457
jburke@kmklaw.com
steve.coffaro@kmklaw.com
aburton@kmklaw.com

Any notice to the Settlement Administrator shall be sent by email to the address of the Settlement Administrator.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: February __, 2022

WesBanco Bank, Inc.

By: _____

Its: _____

Dated: February __, 2022

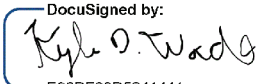
Regina Lockett, individually and on behalf of the Class

By: _____

Regina Lockett

Dated: February ²⁸ __, 2022

Stillgood Products, LLC, individually and on behalf of the Class

By: _____  _____
E96DF39D5241441...

Its: _____ kyle wade _____

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: February __, 2022

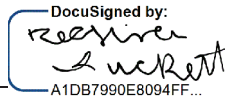
WesBanco Bank, Inc.

By: _____

Its: _____

Dated: February ²⁸__, 2022

Regina Lockett, individually and on behalf of the Class

By: _____  _____
Regina Lockett

Dated: February __, 2022

Stillgood Products, LLC, individually and on behalf of the Class

By: _____

Its: _____

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM:

Dated: February __, 2022

KEATING MUETHING & KLEKAMP PLL
James E. Burke
Steven C. Coffaro
Amanda Brooke Burton

By: _____
James E. Burke
Attorneys for Defendant

Dated: February ²⁸__, 2022

COHEN & MALAD LLP
Lynn A. Toops

BRANSTETTER, STRANCH & JENNINGS, PLLC
J. Gerard Stranch, IV

THE KICK LAW FIRM, APC
Taras Kick

JOHNSON FIRM
Christopher D. Jennings

By: _____

Lynn A. Toops
Attorneys for Named Plaintiff

IN WITNESS WHEREOF, the parties have entered this Agreement as of the dates set forth below.

Dated: February 28, 2022

WesBanco Bank, Inc.

By: Todd F. Clavin

Its: President / CEO

Dated: February __, 2022

Regina Lockett, individually and on behalf of the Class

By: _____
Regina Lockett

Dated: February __, 2022

Stillgood Products, LLC, individually and on behalf of the Class

By: _____

Its: _____

[Remainder of Page Intentionally Left Blank]

APPROVED AS TO FORM:

Dated: February 28, 2022

KEATING MUETHING & KLEKAMP PLL
James E. Burke
Steven C. Coffaro
Amanda Brooke Burton



By: _____
James E. Burke
Attorneys for Defendant

Dated: February __, 2022

COHEN & MALAD LLP
Lynn A. Toops

BRANSTETTER, STRANCH & JENNINGS, PLLC
J. Gerard Stranch, IV

THE KICK LAW FIRM, APC
Taras Kick

JOHNSON FIRM
Christopher D. Jennings

By: _____
Lynn A. Toops
Attorneys for Named Plaintiff

Exhibit 1

Stillgood Products, LLC and Regina Luckett
v.
WesBanco Bank, Inc.

NOTICE OF PENDING CLASS ACTION AND PROPOSED SETTLEMENT

**READ THIS NOTICE FULLY AND CAREFULLY; THE PROPOSED SETTLEMENT
MAY AFFECT YOUR RIGHTS!**

**IF YOU HAVE OR HAD A CHECKING ACCOUNT WITH WESBANCO
BANK, INC. (“DEFENDANT”) AND YOU WERE CHARGED APSN FEES
OR RETRY FEES BETWEEN JANUARY 25, 2011, THROUGH
FEBRUARY 25, 2022, THEN YOU MAY BE ENTITLED TO A PAYMENT
AND/OR DEBT FORGIVENESS FROM A CLASS ACTION
SETTLEMENT¹**

The District Court for the Southern District of Indiana has authorized this Notice; it is not a solicitation from a lawyer.

SUMMARY OF YOUR OPTIONS AND THE LEGAL EFFECT OF EACH OPTION	
DO NOTHING	If you don’t do anything, you will receive a payment from the Settlement Fund and/or debt forgiveness, so long as you do not opt out of or exclude yourself from the settlement (described in the next box).

¹ “APSN Fees” means fees that Defendant charged and did not refund on Point of Sale debit card transactions, where there was a sufficient available balance at the time the transaction was authorized, but an insufficient available balance when the transaction settled, and the transaction was assessed an overdraft fee when it was presented to Defendant for payment and posted to a customer’s account.

“Retry Fees” means nonsufficient funds fees or overdraft fees that Defendant charged and did not refund on an Automated Clearing House (ACH) or check transaction that had been re-submitted by a merchant after being returned unpaid and assessed a fee due to insufficient funds.

<p>EXCLUDE YOURSELF FROM THE SETTLEMENT; RECEIVE NO PAYMENT BUT RELEASE NO CLAIMS</p>	<p>You can choose to exclude yourself from the settlement or “opt out.” This means you choose not to participate in the settlement. You will keep any individual claims you may have against Defendant but you will not receive a payment and/or debt forgiveness. If you exclude yourself from the settlement but want to seek recovery from Defendant, you will have to file a separate lawsuit or claim.</p>
<p>OBJECT TO THE SETTLEMENT</p>	<p>You can file an objection with the Court explaining why you believe the Court should reject the settlement. If your objection is overruled by the Court, then you will receive a payment and/or debt forgiveness, and you will not be able to sue Defendant for the claims asserted in this litigation. If the Court agrees with your objection, then the settlement may not be approved.</p>

These rights and options – *and the deadlines to exercise them* – along with the material terms of the settlement are explained in this Notice.

BASIC INFORMATION

1. What is this lawsuit about?

The lawsuit that is being settled is entitled *Stillgood Products, LLC and Regina Lockett v. WesBanco Bank, Inc.* in the United States District Court for the Southern District of Indiana, Case No. 4:21-cv-00018-SEB-DML. The case is a “class action.” That means that the “Named Plaintiffs,” Stillgood Products, LLC and Regina Lockett, are acting on behalf of a group, which consists of those current and former customers of Defendant who were charged APSN Fees or Retry Fees (defined in footnote 1, above) between January 25, 2011 and February [redacted], 2022, which were not refunded. The people in this group are collectively called the “Class Members.”

The Named Plaintiffs claim Defendant improperly charged APSN Fees and Retry Fees. The Complaint alleges claims for breach of contract, breach of the implied covenant of good faith and fair dealing, and violations of the Indiana Deceptive Consumer Sales Act. The Named Plaintiffs sought a refund of alleged improper fees charged to Class Member accounts and other relief. Defendant does not deny it charged these fees but contends it did so properly and in accordance with the terms of its agreements and applicable law. Defendant maintains that its practices were and now are proper and properly disclosed to its customers, and therefore denies that its practices give rise to claims for damages by the Named Plaintiffs or any Class Member.

2. Why did I receive this Notice of this lawsuit?

You received this Notice because Defendant’s records indicate that you were charged one or more of the fees that are the subject of this action. The Court directed that this Notice be sent to all Class Members because each Class Member has a right to know about the proposed settlement and the options available to him or her before the Court decides whether to approve the settlement.

3. Why did the parties settle?

In any lawsuit, there are risks and potential benefits that come with a trial versus settling at an earlier stage. It is the Named Plaintiffs’ and their lawyers’ job to identify when a proposed settlement offer is good enough that it justifies recommending settling the case instead of continuing to trial. In a class action, the Named Plaintiffs’ lawyers, known as Class Counsel, make this recommendation to the Named Plaintiffs. The Named Plaintiffs have the duty to act in the best interests of the class as a whole and, in this case, it is their belief, as well as Class Counsel’s opinion, that this settlement is in the best interest of all Class Members.

There is legal uncertainty about whether a judge or a jury will find that Defendant was contractually and otherwise legally obligated not to assess the fees that are being challenged in this case. And even if it was contractually wrong to assess these fees, there is uncertainty about whether the Named Plaintiffs’ claims are subject to other defenses that might result in no or less recovery to Class Members. Even if the Named Plaintiffs were to win at trial, there is no assurance that the Class Members would be awarded more than the current settlement amount and it may take years of litigation before any payments would be made. By settling, the Class Members will avoid these and other risks and the delays associated with continued litigation.

While Defendant disputes the allegations in the lawsuit and denies any liability or wrongdoing, it enters into the settlement solely to avoid the expense, inconvenience, and distraction of further proceedings in the litigation.

WHO IS IN THE SETTLEMENT

4. How do I know if I am part of the Settlement?

If you received this notice, then Defendant’s records indicate that you are a Class Member who is entitled to receive a payment or credit to your account.

YOUR OPTIONS

5. What options do I have with respect to the Settlement?

You have three options: (1) do nothing and you will receive a payment according to the terms of this settlement; (2) exclude yourself from the settlement (“opt out” of it); or (3) participate in the settlement but object to it. Each of these options is described in a separate section below.

6. What are the critical deadlines?

There is no deadline to receive a payment. If you do nothing, then you will get a payment.

The deadline for sending a letter to exclude yourself from or opt out of the settlement is _____.

The deadline to file an objection with the Court is also _____.

7. How do I decide which option to choose?

If you do not like the settlement and you believe that you could receive more money by pursuing your claims on your own (with or without an attorney that you could hire) and you are comfortable with the risk that you might lose your case or get less than you would in this settlement, then you may want to consider opting out.

If you believe the settlement is unreasonable, unfair, or inadequate and the Court should reject the settlement, you can object to the settlement terms. The Court will decide if your objection is valid. If the Court agrees, then the settlement will not be approved and no payments will be made to you or any other Class Member. If your objection (and any other objection) is overruled, and the settlement is approved, then you will still get a payment.

If you want to participate in the settlement, then you don't have to do anything; you will receive a payment if the settlement is approved by the Court.

8. What has to happen for the Settlement to be approved?

The Court has to decide that the settlement is fair, reasonable, and adequate before it will approve it. The Court already has decided to provide preliminary approval of the settlement, which is why you received this Notice. The Court will make a final decision regarding the settlement at a "Fairness Hearing" or "Final Approval Hearing," which is currently scheduled for _____ at _____.

THE SETTLEMENT PAYMENT

9. How much is the Settlement?

Defendant has agreed to create a Settlement Fund of \$4,750,000.00. In addition, Defendant has agreed to forgive certain uncollected APSN Fees, Retry Fees, or other amounts that remain unpaid on checking accounts that were closed with a negative balance on or before February 1, 2022, up to a total \$1,700,000, as identified by the Parties based on review and analysis of Defendant's reasonably accessible data and information.

As an additional settlement provision, effective as of July 1, 2021, Defendant issued revised disclosures for checking Account holders further clarifying Defendant's policies with respect to APSN Fees and Retry Fees, the authorization and settlement procedures related to debit card transactions, the processing of items, and the assessment of overdraft fees and nonsufficient funds fees. A true and accurate copy of Defendant's revised disclosures (the "Revised Disclosures") are attached as **Exhibit 3** to the Settlement Agreement and Release posted on the Settlement Website.

Within 15 days after entry of the Preliminary Approval Order, Class Counsel will review Defendant's Revised Disclosures and will provide, in good faith, additional proposed revisions

relating to APSN Fees and Retry Fees that Class Counsel approves of. In the Motion for Final Approval, in the Proposed Final Approval Order, and at the Final Approval Hearing, Class Counsel shall agree and represent that the Revised Disclosures, as supplemented by the revisions recommended by Class Counsel, if any, are approved by Class Counsel as adequate disclosures of APSN Fees and Retry Fees.

As discussed separately below, attorneys' fees, litigation costs, and the costs paid to a third-party Settlement Administrator to administer the settlement (including mailing and emailing this notice) will be paid out of the Settlement Fund. The balance of the Settlement Fund will be divided among all Class Members as outlined in the settlement agreement.

10. How much of the settlement fund will be used to pay for attorney fees and costs?

Class Counsel will request an attorney fee be awarded by the Court of up to one-third of the Value of the Settlement. Class Counsel has also requested that it be reimbursed approximately \$_____ in litigation costs incurred in prosecuting the case. The Court will decide the amount of the attorneys' fees and costs that are reasonable.

11. How much of the settlement fund will be used to pay the Named Plaintiffs a Service Award?

Class Counsel will request that the Named Plaintiffs be paid service awards in the amount of \$10,000 each for their work in connection with this case. The service awards must be approved by the Court.

12. How much of the settlement fund will be used to pay the Settlement Administrator's expenses?

The Settlement Administrator has agreed to cap its expenses at \$_____.

13. How much will my payment be?

The balance of the Settlement Fund after attorneys' fees and costs, the service award, and the Settlement Administrator's fees will be divided among all Class Members as outlined in the settlement agreement. Current customers of Defendant will receive a credit to their accounts for the amount they are entitled to receive. Former customers of Defendant shall receive a check from the Settlement Administrator. Forgiveness of Uncollected Amounts will be applied automatically.

14. Do I have to do anything if I want to participate in the Settlement?

No. If you received this Notice, then you will be entitled to receive a payment and/or debt forgiveness without having to make a claim (but if you choose to exclude yourself from the settlement, or "opt out," then you will not receive a payment or debt forgiveness).

15. When will I receive my payment?

The Court will hold a Fairness Hearing on _____, at _____ to consider whether the settlement should be approved. If the Court approves the settlement, then payments should be made or credits should be issued within about 40 to 60 days after the settlement is approved. However, if someone

objects to the settlement, and the objection is sustained, then there is no settlement. Even if all objections are overruled and the Court approves the settlement, an objector could appeal, and it might take months or even years to have the appeal resolved, which would delay any payment.

EXCLUDING YOURSELF FROM THE SETTLEMENT

16. How do I exclude myself from the settlement?

If you do not want to receive a payment, or if you want to keep any right you may have to sue Defendant for the claims alleged in this lawsuit, then you must exclude yourself, or “opt out.”

To opt out, you must send a letter to the Settlement Administrator that you want to be excluded. Your letter can simply say “I hereby elect to be excluded from the settlement in the *Stillgood Products, LLC and Regina Lockett v. WesBanco Bank, Inc.* class action.” Be sure to include your name, the last four digits of your account number(s) or former account number(s), address, telephone number, and email address. Your exclusion or opt out request must be postmarked by _____, and sent to:

Stillgood Products, LLC and Regina Lockett v. WesBanco Bank, Inc.

Attn:

ADDRESS OF THE SETTLEMENT ADMINISTRATOR

17. What happens if I opt out of the settlement?

If you opt out of the settlement, you will preserve and not give up any right you may have to sue Defendant for the claims alleged in this case. However, you will not be entitled to receive a payment or debt forgiveness from this settlement.

18. If I exclude myself, can I obtain a payment?

No. If you exclude yourself, you will not be entitled to a payment.

OBJECTING TO THE SETTLEMENT

19. How do I notify the Court that I do not like the settlement?

You can object to the settlement or any part of it that you do not like if you do not exclude yourself, or opt out, from the settlement. (Class Members who exclude themselves from the settlement have no right to object to how other Class Members are treated.) To object, you must send a written document to the Settlement Administrator at the address below. Your objection should say that you are a Class Member, that you object to the settlement, and the factual and legal reasons why you object, and whether you intend to appear at the hearing. In your objection, you must include your name, address, telephone number, email address (if applicable), and your signature.

All objections must be post-marked no later than _____, and must be mailed to the Settlement Administrator as follows:

SETTLEMENT ADMINISTRATOR
Stillgood Products, LLC and Regina Lockett v. WesBanco Bank, Inc. Settlement Administrator Attn: ADDRESS OF THE SETTLEMENT ADMINISTRATOR

20. What is the difference between objecting and requesting exclusion from the settlement?

Objecting is telling the Court that you do not believe the settlement is fair, reasonable, and adequate for the class, and asking the Court to reject it. You can object only if you do not opt out of the settlement. If you object to the settlement and do not opt out, then you are entitled to a payment if the settlement is approved, but you will release claims you might have against Defendant. Excluding yourself or opting out is telling the Court that you do not want to be part of the settlement, and do not want to receive a payment or release claims you might have against Defendant for the claims alleged in this lawsuit.

21. What happens if I object to the settlement?

If the Court sustains your objection, or the objection of any other Class Member, then there is no settlement. If you object, but the Court overrules your objection and any other objection(s), then you will be part of the settlement.

THE COURT’S FAIRNESS HEARING

22. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval or Fairness Hearing at ___ on ____, 2022 at _____. At this hearing, the Court will consider whether the settlement is fair, reasonable and adequate. If there are objections, the Court will consider them. The Court may also decide how much to award Class Counsel for attorneys’ fees and expenses.

23. Do I have to come to the hearing?

No. You do not have to attend this hearing. Class Counsel will answer any questions the Court may have. You may attend if you desire to do so, at your own cost. The Court will consider any objection you have properly submitted regardless of whether you attend or not.

24. May I speak at the hearing?

If you have objected, you may ask the Court for permission to speak at the Final Approval Hearing. To do so, you must include with your objection, described in Question 19, above, the statement, “I hereby give notice that I intend to appear at the Final Approval Hearing.”

THE LAWYERS REPRESENTING YOU

25. Do I have a lawyer in this case?

The Court ordered that the lawyers and their law firms referred to in this notice as “Class Counsel” will represent you and the other Class Members.

26. Do I have to pay the lawyer for accomplishing this result?

No. Class Counsel will be paid directly from the Settlement Fund in an amount approved by the Court.

27. Who determines what the attorneys’ fees will be?

The Court will be asked to approve the amount of attorneys’ fees at the Fairness Hearing. Class Counsel will file an application for fees and costs and will specify the amount being sought as discussed above. You may review a physical copy of the fee application at the website established by the Settlement Administrator, or by requesting a copy from the Office of the Clerk of the United States District Court for the Southern District of Indiana, New Albany Division, which is located at Room 120, 121 West Spring Street, New Albany, IN 47150.

GETTING MORE INFORMATION

This Notice only summarizes the proposed settlement. More details are contained in the settlement agreement, which can be viewed/obtained online at [WEBSITE] or at the Office of the Clerk of the United States District Court for the Southern District of Indiana, New Albany Division, which is located at Room 120, 121 West Spring Street, New Albany, IN 47150, by asking for the Court file containing the Motion for Preliminary Approval of Class Settlement (the settlement agreement is attached to the motion).

For additional information about the settlement and/or to obtain copies of the settlement agreement, or to change your address for purposes of receiving a payment, you should contact the Settlement Administrator as follows:

Stillgood Products, LLC and Regina Lockett v. WesBanco Bank, Inc.
Settlement Administrator
Attn:

ADDRESS OF THE SETTLEMENT ADMINISTRATOR

If the Settlement Administrator does not answer any questions you have to your satisfaction, then you also may contact Class Counsel as follows:

Lynn A. Toops
Cohen & Malad, LLP
One Indiana Square
Suite 1400

Indianapolis
Indianapolis, IN 46204
317-636-6481
Fax: 317-636-2593
ltoops@cohenandmalad.com

J. Gerard Stranch, IV
Branstetter, Stranch & Jennings, PLLC
223 Rosa L. Parks Avenue, Suite 200
Nashville, TN 37203
615-254-8801
gerards@bsjfirm.com

Taras Kick
The Kick Law Firm, APC
815 Moraga Drive
Los Angeles, CA 90049
310-395-2988
taras@kicklawfirm.com

***PLEASE DO NOT CONTACT THE COURT OR ANY REPRESENTATIVE OF
DEFENDANT CONCERNING THIS NOTICE OR THE SETTLEMENT.***

Exhibit 2

COURT ORDERED NOTICE OF CLASS ACTION SETTLEMENT

You may be a member of the settlement class in *Stillgood Products, LLC v. WesBanco Bank, Inc.*, in which the plaintiffs allege that defendant WesBanco Bank, Inc. (“Defendant”) incorrectly assessed certain overdraft and non-sufficient funds fees (known as APSN Fees and Retry Fees) between January 25, 2011, and February [REDACTED], 2022. If you are a Settlement Class Member and if the Settlement is approved, you may be entitled to receive a cash payment from the \$4,750,000.00 fund or have certain uncollected overdraft fees or other amounts forgiven from \$1,700,000 in forgiveness that will be provided, all benefits established by the Settlement.

The Court has preliminarily approved this settlement. It will hold a Final Approval Hearing in this case on [PARTIES TO INSERT DATE]. At that hearing, the Court will consider whether to grant final approval to the settlement, and whether to approve payment from the Settlement Fund of up to \$10,000 in service awards to the two named plaintiffs, up to one-third of the Value of the Settlement as attorneys’ fees, and reimbursement of costs to the attorneys and the Settlement Administrator. If the Court grants final approval of the settlement and you do not request to be excluded from the settlement, you will release your right to bring any claim covered by the Settlement. In exchange, Defendant has agreed to issue a credit to your account, or a cash payment to you if you are no longer a customer, and/or to forgive certain fees or other amounts that remain unpaid on checking accounts that were closed with a negative balance.

To obtain a long form class notice and other important documents please visit [PARTIES TO PROVIDE WEBSITE ADDRESS]. Alternatively, you may call [INSERT PHONE #].

If you do not want to participate in this settlement—you do not want to receive a credit or cash payment or the forgiveness of certain overdraft fees or other amounts and you do not want to be bound by any judgment entered in this case—you may exclude yourself by submitting an opt-out request postmarked no later than [PARTIES TO INSERT DATE]. If you want to object to this settlement because you think it is not fair, adequate, or reasonable, you may object by submitting an objection postmarked no later than [PARTIES TO INSERT DATE]. You may learn more about the opt-out and objection procedures by visiting [PARTIES TO PROVIDE WEBSITE ADDRESS] or by calling [Insert Phone #].

Exhibit 3



May 28, 2021

Providing you quality products and superior service is our top priority. Because you are a valued customer, we are pleased to inform you about updates to the WesBanco OverdraftHonor® program. At our discretion, we may now pay your non-sufficient fund items, including any applicable fees. Your checking account qualifies under this program as long as you maintain your account in good standing. **This program is in effect for checks, in-person withdrawals, authorized bill pay items, preauthorized automatic debits, telephone-initiated transfers or other electronic transactions where there are non-sufficient funds (NSF) in your account to cover the transaction. However, ATM and everyday debit card transactions will only be covered if you have opted-in to authorize us to pay overdrafts on these items.** Other overdraft protection services are available, and in the event of an overdraft will be assessed for coverage before the WesBanco OverdraftHonor® program. We do, however, reserve the right to limit, restrict, or prohibit the payment of items depending on the circumstances.

As previously mentioned, OverdraftHonor® is part of our discretionary overdraft policy and as such we are under no obligation to pay items when your funds are non-sufficient. However, in providing good service, we may pay items with the understanding that you'll make a deposit immediately to bring your account to a positive balance. **We will charge you a fee of \$35 each time we pay an overdraft, up to a maximum limit of five (5) fees per business day. Also, if your account is overdrawn for ten (10) consecutive days, we will charge you a \$10 Collection Charge and an additional \$10 Collection Charge each ten (10) consecutive days thereafter.** You should make note that transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed can affect the total amount of overdraft fees assessed. We hope to save our customers fees that are charged by merchants and other payees for returned items. If you do not wish to be included under this program and would prefer to have all of your non-sufficient fund items returned, please call 1-800-905-9043 extension 49605. The same fee amount will be assessed whether your items are paid or returned. No fee is assessed on electronic transactions declined at the time you submit your payment information to the merchant.

While we are offering this program to allow for consistent treatment of non-sufficient fund transactions, we are in no way encouraging you to overdraw your account. Accountholders who use this program should not become dependent on this program to meet short-term cash needs. Abuse of the program may result in the suspension of checking account activity and the reporting of account holders to credit agencies. If necessary, financial education workshops or individualized credit counseling can help provide information on effectively managing your personal finances. Please visit <http://www.ftc.gov> for information on choosing a quality credit counselor.

We also offer other methods to cover overdrafts, such as lines of credit and transfers between other WesBanco accounts to provide you with additional protection. If you have another WesBanco account and are interested in linking these accounts, or you are interested in opening another WesBanco Account; please contact your local banking center directly or by dialing 1-800-905-9043 and pressing option 5. We look forward to discussing your different options with you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Oliver'.

Rick Oliver
AVP & Operations Officer

**ACCOUNT AGREEMENT
CHECKING ACCOUNT**



BANK PLAZA OFFICE
1 BANK PLAZA WHEELING WV 26003

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer whether or not there are one or more Customers named on the account.
- "We," "our," and "us" refer to the Bank, WESBANCO BANK INC.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening Disclosures include the fees and charges applicable to the account, minimum balance requirements, and other pertinent information related to the account. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

JOINT WITH RIGHT OF SURVIVORSHIP ACCOUNT. The joint tenants (account owners) agree that all funds deposited now or in the future in this account shall be held as joint tenants with right of survivorship and not as tenants in common. Upon the death of a joint tenant, the account balance shall become the property of the surviving joint tenant(s). If there is more than one surviving joint tenant, then the account shall continue to be held as a joint account with right of survivorship. When there is only one surviving joint tenant, the account shall be treated as an individual account.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

MULTIPLE ACCOUNT OWNERS. If there is more than one account owner for your account, all deposits are the property of the person(s) indicated on the account. We may release all of the amount in the account to honor checks, orders, or other items, or withdrawals or requests from any person named on this account unless prior written notice is received by the bank to not permit it. However, the number of signatures on the Account Information form must be met. All money in the account may be pledged as security for a loan or debt by anyone named on the account unless prior written notice is received by the bank to not permit it. Any person named on the account is liable for an amount equal to the overdrawn balance plus any overdraft fees regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may pay the entire account balance to a creditor or other legal claimant pursuant to legal process.

POWER OF ATTORNEY. If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.



RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at WESBANCO BANK INC only."

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time



by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for unauthorized signature or alteration on the front of the item reported to us after one year from the time we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address. **COMBINED STATEMENTS.** You must have a checking account to serve as the lead account in the combined statement relationship. You may join an unlimited number of checking, savings, time deposits and loan accounts to the combined statement relationship as long as the ownership on all accounts joined is the same ownership with the same combination of account holders as the lead checking account and it is not an Individual Retirement Account.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of West Virginia. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.



We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), *NACHA Operating Rules*, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS.

AVAILABLE BALANCE. We use an available balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.

FEES. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or representation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization, even though you only spent \$50 at the gas station. The authorization hold reduces your available balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

PROCESSING ORDER POLICY. Our Processing Order Policy is attached to this Agreement and included with your account opening disclosures. Please take the time to read the Processing Order Policy, so that you will understand when there may be an overdraft on your account which may result in non-sufficient fund, overdraft or other charges which results when your account lacks sufficient funds to pay an item.

PROCESSING ORDER. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.



SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice. • **DUAL SIGNATURE ACCOUNTS.** If you require dual signatures, or more than two signatures, on your account, it is your responsibility to monitor, enforce and control such requirements as an internal control. The Bank will not examine items to monitor or enforce dual signature, or multiple signature, requirements for you and the signature of any authorized signer constitutes the authorized signer of an organization or individual for purposes of this account agreement for items drawn on the account.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you



to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders. We may change any term of this agreement by giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of West Virginia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

ARBITRATION Details regarding arbitration, waiver of class action and jury waiver are found within the attached arbitration agreement.

TEMPORARY DOCUMENTS. If you have asked us to create the account for multiple owners or authorized signers, we can limit use of the account until all have signed.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTIONS.

(a) **Binding Arbitration.** Either you or we can elect to resolve any Dispute (as defined below) exclusively by binding arbitration, pursuant to the procedures described herein (“Arbitration Agreement”) and not through litigation in any court. For the purposes of this Arbitration Agreement, a “Dispute” is any unresolved disagreement between you and us in any way arising from or relating to your Account(s), including, but not limited to, any transaction (debit, credit, hold or transfer), service, debit card, your use of any of the Bank’s banking locations, facilities, electronic communications or other means through which you access the Bank, any Account, or conduct any transaction, or any similar banking function or service. A Dispute includes, but is not limited to, any (i) disagreement or claim based on broken promises or contracts, torts, or other wrongful actions, (ii) statutory, common law, or equitable claims, and (iii) disagreements about the meaning or application of this Arbitration Agreement. You and we acknowledge and now agree that the services referenced in the Agreement and all transactions relating to the Agreement, including a Dispute, involve interstate commerce, and that this Arbitration Agreement is and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§116. If either you or we fail to consent to binding arbitration following proper lawful demand by the other party, the party refusing to consent bears all costs and expenses incurred by the other in compelling arbitration. Notwithstanding the foregoing, you and we retain the right to pursue any Dispute in small claims court (or equivalent state court) that is within that court’s jurisdiction, provided that if one of us remove a Dispute from small claims court (or equivalent state court) then either of us shall have the right to have the Dispute resolved by arbitration.

(b) **Arbitration Procedure.** Unless otherwise expressly limited in this Arbitration Agreement, either you or we may request that any Dispute be arbitrated at any time, even if a lawsuit or other proceeding has been previously commenced, by giving written notice to the other party. If you request arbitration of any Dispute, you will notify us at Wesbanco Bank, One Bank Plaza, Wheeling, WV 26003 – Attention: Bank Operations. If we request arbitration of a Dispute, we will notify you at your most recent address found in our books and records. Arbitration will be held in the State in which your Account is located. Your account is considered located in the following U.S. State: First, if you opened your account in person, then the State where you opened the account; Second, if you opened your account by mail, internet, or other remote means and you resided in a U.S. State where we had branch offices at that time, then the State where you resided; or Third, if you opened your account by mail, internet, or other remote means and you did not reside in a U.S. State where we had offices at that time, then West Virginia. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (“AAA”), or such other administrator to which you and we mutually agree, according to the Commercial Arbitration Rules or, if you are a consumer, then the Consumer Arbitration Rules, as each may be amended, updated, or replaced from time to time (collectively the “AAA Rules”). To the extent that there is any conflict between the AAA Rules or other administrator rules and this Arbitration Agreement, this Arbitration Agreement shall control. There shall be one arbitrator. The arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. The parties and the arbitrator shall keep confidential and not disclose the existence or results of an arbitration proceeding, as well as all records used therein, except as required in the ordinary course of party’s business or by applicable law or regulation. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of or against any person who has not individually and directly participated in the proceeding. Any award issued by an arbitrator shall be accompanied by a written reasoned opinion.

(c) **Limitation on Liability.** THE ARBITRATOR SHALL HAVE NO AUTHORITY OR DISCRETION TO AWARD, AND BOTH YOU AND WE WAIVE AGAINST THE OTHER ALL RIGHTS TO DEMAND OR RECOVER, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES AGAINST EITHER YOU OR US, REGARDLESS OF THE FORM OF ACTION AND EVEN IF EITHER YOU OR WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation on liability shall not limit the arbitrator’s discretion to award costs and attorney fees to the prevailing party, as provided within this Arbitration Agreement.

(d) **Effect of Arbitration Award.** The arbitrator’s award shall be final and binding on you and us, except for any right of appeal provided by the Federal Arbitration Act.

(e) **Rights Preserved.** This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; exercise right expressly granted in the Agreement; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver. Any statute of limitations applicable to any Dispute applies to any arbitration between the parties. This Arbitration Agreement shall survive any payment to and/or from either party to the other, closure of any Account, cancellation or expiration of any Bank-issued debit card, termination of this Agreement, and termination or amendment of any other relationship between you and us.

(f) **Fees and Expenses of Arbitration.** Unless inconsistent with applicable law, the arbitrator is authorized to award to a prevailing party costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some, but not all, of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

(g) **Class Action Waiver.** YOU AGREE TO AND HEREBY DO WAIVE YOUR RIGHTS, IF ANY, AND YOUR ABILITY TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR TO OTHERWISE PROCEED IN ANY ARBITRATION

PROCEEDING OR CIVIL ACTION INVOLVING A DISPUTE ON REPRESENTATIVE BASIS, UNLESS YOU TIMELY AND EXPRESSLY OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED BELOW. UNLESS YOU OPT OUT, YOU FURTHER AGREE NOT TO PROSECUTE ANY ARBITRATION AS A CLASS ACTION OR TO OTHERWISE SEEK OR RECEIVE CLASS-WIDE TYPE DAMAGES, AWARDS OR ANY EQUITABLE RELIEF. YOU MAY NOT ATTEMPT TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS WHO ARE NOT CO-PARTIES WITH YOU TO AN ACCOUNT(S).

(h) Right to Opt Out of Arbitration Agreement: YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. UNLESS YOU OPT OUT, YOU WILL BE BOUND TO THE TERMS OF THIS ARBITRATION AGREEMENT AND WILL BE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE BE DECIDED BY A COURT OR GOVERNMENTAL TRIBUNAL. FURTHER AND AS PROVIDED ABOVE, UNLESS YOU OPT OUT, YOU AND WE AGREE TO RESOLVE ALL DISPUTES VIA BINDING ARBITRATION AND WE BOTH ALSO AGREE NOT TO BRING OR PARTICIPATE IN A CLASS ACTION, WHETHER BROUGHT AS AN ARBITRATION PROCEEDING OR A CIVIL LAWSUIT. If you do not want this Arbitration Agreement to be binding on you, you must send us written notice of your decision to opt out so that we receive it at the address listed in this sub-paragraph within thirty (30) days after the opening of your Account or, if you are an existing account holder, then 30 days after we first published notice of the amendment to the Agreement to incorporate this Arbitration Agreement provision, whichever is later. You must sign such written opt out notice and include your business or individual name, officer title (if a commercial account), address, each Account number, the name(s) of the account owners listed for the Account and convey your written statement that you opt out of this Arbitration Agreement. Such notice must be mailed to Wesbanco Bank, One Bank Plaza, Wheeling, WV 26003 – Attention: Bank Operations. You agree that our business records will be final and conclusive with respect to whether we have received your written communication opting out of this Arbitration Agreement and whether it was received by us in a timely and proper fashion.

(i) Severability. If any part or provision of this Arbitration Agreement is determined by the arbitrator or a court of law to be unenforceable for any reason, the remainder of the Arbitration Agreement shall remain in full force and effective.

ENFORCEMENT/WAIVER OF JURY TRIAL. To the extent that the Arbitration Agreement set forth above is deemed unenforceable in its entirety, the Arbitration Agreement is not invoked by either party, or the Arbitration Agreement is otherwise inapplicable to the claim and/or controversy at issue, this Section of the Agreement shall control all actions, proceedings and/or disputes between you and us. In the event either party brings an action in a court of law to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal, subject to any limits under applicable law. FURTHER, BOTH YOU AND WE WAIVE ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY CIVIL ACTION RELATED TO ANY DISPUTE, YOUR ACCOUNT AND ANY DOCUMENTS EXECUTED IN CONNECTION WITH YOUR ACCOUNT. NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

CONSUMER PROCESSING ORDER POLICY

This Processing Order Policy applies to those depository accounts opened and used for personal, family, or household use. It is important you understand the processing order and sequence in which items and other debits are to be paid from your account because, if the account has an insufficient balance to cover all transactions presented for payment, your account may become overdrawn which may result in an Overdraft Charge or Non-Sufficient Fund (NSF) Charge.

PROCESSING ORDER. This section describes, generally, how we process and pay transactions from your account. Please note that exceptions may apply, and this process may change from time to time, without prior notice to you. Our processing order depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount of the transaction, and the type of transaction in question, among other variables.

The two basic types of transactions for your account are: (i) credits (deposits) into your account, and (ii) debits (withdrawals or payments) from your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time.

We process items at the end of a Business Day, as defined in our Funds Availability Policy, pursuant to the policy described herein. Our policy is to process credits and debits and pay items being presented for final settlement (final payment) in the following order:

1. All Deposits – credited to your account on the Business Day of the deposit
2. Debit Memos
3. Foreign ATM Fees
4. Overdraft and NSF Charges from the Previous Day
5. Returned Deposited Payments
6. ATM Withdrawals – in low to high dollar amount order on the day presented for final payment
7. Internal Account to Account Transfers – in low to high dollar amount order on the day presented for final payment
8. Online Banking Transfers – in low to high dollar amount order on the day presented for final payment
9. PIN-based Debit Card Transactions – in low to high dollar amount order on the day presented for final payment
10. Wire Transfers – in low to high dollar amount order on the day presented for final payment
11. Signature-based Debit Card Transactions – in low to high dollar amount order on the day presented for final payment
12. Pre-authorized Debit Transactions – in low to high dollar amount order on the day presented for final payment
13. Bill Pay Transactions – in low to high dollar amount order on the day your account is debited to fund the Bill Payment, whether by Check or ACH Entry, as more particularly described in your online banking agreement.
14. Other Electronic Transactions – in low to high dollar amount order on the day presented for final payment
15. Over the Counter Withdrawals – in low to high dollar amount order on the Business Day presented for final payment
16. Paper-based Checks or Drafts Initiated at Bank Offices – in check/draft number order on the day presented for final payment
17. All Other Checks – in check/draft number order on the day presented for final payment
18. All Remaining Account Fees and Service Charges
19. Interest Earned – credited to your account on the last Business Day of your periodic statement cycle

* Zelle® Transactions – If you have linked a debit card to your Zelle® account, the transaction will process as a PIN-based Debit Card Transaction in the order outlined above. If you have linked your bank account to your Zelle® account, the transaction will process as an Other Electronic Transaction in the order outlined above.

Please note that transactions are processed in the order described above. Transactions are not processed in the order that you initiate the transactions or in the order that we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

ACCOUNT BALANCE. Your account will reflect two types of balances: The Current Balance and the Available Balance. It is important to understand the different types of balances in your account. Your Current Balance, sometimes referred to as “ledger balance,” is determined at the end of each Business Day and is the full amount of all credits and debits that have been processed and posted to your account pursuant to our Processing Order Policy. Your Current Balance will include, for example, funds not yet available to you because of a hold on a deposit as described in our Funds Availability Policy. Your Current Balance does not include any pending items that have not yet posted to your account, debits or credits, and excludes any preauthorized commitments to pay merchants or others that have not yet been posted to your account. Your account statements, as you view online or may receive from us by mail, will reflect the Current Balance.

Current Balance Example 1: If you have \$50 in your account and you just wrote a check for \$40, then your Current Balance is still \$50 until your \$40 check is presented to us for payment.

Current Balance Example 2: Assume you have \$100 in your account and you make a debit card purchase for \$75. Although we may have electronically authorized the transaction, at the merchant's request at the time of your purchase, your Current Balance remains \$100 until the debit card purchase is presented to us for settlement by the merchant.

Your Available Balance reflects the Current Balance in your account plus transactions conducted during the day of which we are informed prior to our processing and/or final settlement. The Available Balance is calculated by subtracting any holds placed on the availability of funds, including for pending transactions we know about, and adding deposits and provisional credits. The Available Balance includes deposits you have made after the designated cut-off time for a particular Business Day and, while the funds are immediately available to authorize ATM or one-time debit card transactions, they may not be available to pay checks or other items presented to us for payment on the same Business Day. When you access our online and mobile banking features, these will inform you of your Available Balance and Current Balance at the time of log-in. Overnight processing typically occurs between 9PM EST and 5AM EST on a Business Day, online and mobile balances may not be updated during this time. You should check your balances outside of this time for the most current information.

Available Balance Example 1: Assume you have a \$40 Current Balance and a \$60 pre-authorized debit for your gym membership is presented for payment by the merchant. Your mobile and online account balances will show this merchant's transaction as pending for payment and will reveal that your then Available Balance will be reduced to a negative \$20, but your Current Balance for that day will remain unchanged. You can bring your Available Balance to an amount equal to or greater than \$0, and avoid the imposition of an Overdraft Charge if you make a deposit of at least \$20 to your account prior to settlement of the pre-authorized debit.

Available Balance Example 2: Assume you have a \$50 Current Balance. After close of business, you then deposit \$100 cash into a WesBanco ATM. Your Available Balance will be \$150. However, your Current Balance will remain at \$50, because you deposited the cash into an ATM after our 3:00 pm (Eastern Standard Time) cut off time.

IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE AND CURRENT BALANCE APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION. Your Available Balance may not reflect all your outstanding checks, bill payments that you have authorized, or other outstanding transactions that have not been finally paid from your account. For example, in the Current Balance Example 1 above, the outstanding check will not be reflected in either your Current Balance or Available Balance until it is presented for final payment and paid from your account. In addition, your Available Balance may not reflect all your pending debit card transactions or ATM withdrawals. For example, in the Debit Card Transaction Example 2 below, if the merchant obtains initial authorization for the \$50 debit card transaction but does not submit the transaction for final payment within three (3) business days after initial authorization, we may increase your Available Balance by the previously authorized amount. This means that your Available Balance will not reflect the pending transaction unless and until the transaction has been presented for final payment and paid from your account. Even though your Available Balance has increased and is no longer reduced by the pending transaction, your obligation to pay the merchant still applies, and when the merchant presents the transaction for final payment, your Available Balance and Current Balance will be reduced. (PLEASE NOTE: Regardless of whether a transaction remains pending or whether the transaction is reflected in your Available Balance, all transactions are processed and paid in accordance with the Processing Order Policy and may overdraw your account and incur an Overdraft Charge or NSF Charge if you do not have sufficient funds when the transaction is presented for final payment and paid or returned by us.)

The best way to know how much money you have and avoid paying Overdraft Charges and NSF Charges is to record and track all your transactions closely. Therefore, we encourage you to keep accurate records and practice good account management. This will help you to avoid creating overdrafts or NSF items and potentially incurring the resulting fees and charges.

Point of Sale Debit Card Transactions. When you use your debit card to withdraw funds from your account at an ATM or make a debit card transaction, the withdrawal or transaction is authorized based on your Available Balance. Upon the authorization of the debit card transaction, your Available Balance is reduced by the amount authorized, but your Current Balance is not affected at that moment.

A delay may occur between the time a debit card transaction is authorized (the time when you used your debit card at a store, for example) and the time when the debit card transaction is ultimately settled and paid from your account. Settlement delays are common and may be caused by several factors, including, but not limited to, a merchant's delay in submitting a debit card transaction, or if a transaction is authorized on a non-Business Day or after close of business. If we use your Overdraft Honor limit to pay any item that otherwise would overdraw your account or to authorize an ATM or debit card transaction, this may result in an Overdraft Charge.

In some cases, your Available Balance may have had sufficient funds to cover a debit card transaction at the time you used your debit card and the transaction was authorized, but intervening transactions processed after the debit card transaction was authorized, may reduce your Available Balance. If, at the time a debit card transaction is presented to us for final payment and settlement, your Available Balance after processing is insufficient to pay the transaction, this may cause an overdraft and you may be assessed an Overdraft Charge. **Overdraft determinations are made at the time of final payment and settlement, not at the time a transaction is authorized.** For the sake of clarity, please understand that the authorization of a debit card transaction does not segregate, escrow, or ensure that those funds will be available for the future settlement of that particular transaction. At all times,

you are responsible for ensuring that your account(s) has a sufficient Available Balance to pay all your transactions, withdrawals, and debit items (including debit card transactions) when they are presented to us for final payment and settlement. In the event you have an insufficient Available Balance when a debit card transaction, which was previously authorized, is presented to us for final payment and settlement, we may, at our discretion, refer to your Current Balance as it exists on the day following our processing (instead of your Available Balance at the time of processing), and if your Current Balance is sufficient to pay and settle the transaction, we will waive the Overdraft Charge that otherwise would be assessed.

POS Debit Card Transaction Example 1: Assume you begin the Business Day with a \$20 Current Balance and a \$20 Available Balance, and you do not have one of our Overdraft Protection Options as discussed below. If you try to use your debit card to make a \$90 purchase at a merchant's store (a "POS"), the merchant's attempt to obtain authorization for that POS transaction will be declined. Your Current and Available Balances will remain unchanged, and you will not be assessed an Overdraft Charge or NSF Charge.

POS Debit Card Transaction Example 2: Assume you begin the Business Day with a \$80 Current Balance and a \$80 Available Balance. Also assume you conduct a debit card transaction at a Merchant's store (a "POS") for \$50 during the morning hours, which is authorized and consequently reduces your Available Balance to \$30. (Your Current Balance is still \$80.) During the afternoon, you go to a WesBanco ATM to withdraw \$80. Unless you have our Overdraft Honor with Opt-In Feature, your attempt to withdraw the \$80 will be declined because you will not have a sufficient Available Balance. However, if you do have our Overdraft Honor with Opt-In Feature, then (1) your ATM transaction will be completed; (2) your Available Balance will be reduced; and (3) if the Bank receives the POS transaction that same day for final payment and settlement, then that night, during processing, the ATM withdrawal would post first under the Processing Order Policy before the POS debit card transaction and, because your Current Balance is now negative \$50, you consequently would be assessed an Overdraft Charge for the POS transaction.

POS Debit Card Transaction Example 3: Assume you begin the Business Day ("Business Day 1") with a \$50 Current Balance and a \$50 Available Balance. Also assume you conduct a debit card transaction at a Merchant's store (a "POS") for \$40 during the morning hours, which is authorized and consequently reduces your Available Balance to \$10. (Your Current Balance is still \$50.) During the afternoon, you go to another Merchant's store (a "POS") and conduct a debit card transaction for \$20. Unless you have our Overdraft Honor with Opt-In Feature, your attempt to make the \$20 purchase will be declined because you will not have a sufficient Available Balance. However, if you do have our Overdraft Honor with Opt-In Feature, then your debit card transaction will be authorized, and your Available Balance will be reduced to negative \$10. Assume that the next day ("Business Day 2"), your \$20 POS debit card transaction is presented to the Bank for final payment and settlement. That night, during Processing, the \$20 POS debit card transaction would post under the Processing Order Policy. Although your Available Balance is negative \$10, your Current Balance is now \$30. The following day ("Business Day 3"), the Bank will refer to your Current Balance, and because your Current Balance is sufficient to pay and settle the transaction, the Bank will waive an Overdraft Charge that otherwise would be assessed. Later that day, your \$40 POS debit card transaction is presented to the Bank for final payment and settlement. That night, during processing, the \$40 POS debit card transaction would post under the Processing Order Policy, and because your Current Balance is now negative \$10, you consequently would be assessed an Overdraft Charge for the \$40 POS transaction.

As part of our overdraft practices and our Overdraft Honor Program, we will not authorize ATM withdrawals or one-time debit card transactions unless you have a sufficient Available Balance at the time the ATM withdrawal or one-time debit card transaction is initially authorized, or you specifically opted in to our Overdraft Honor with Opt-In Feature. If you are in our Overdraft Honor with Opt-In Feature, we will authorize ATM withdrawals and one-time debit card transactions against your Available Balance plus your available Overdraft Honor limit. We may also consider other overdraft protection programs, including a WesBanco companion account or an overdraft line of credit, up to your limits in these programs.

We will not charge a fee if your account is overdrawn by \$5.00 or less or if the transaction causing the overdraft is less than \$1.00. We will not charge a fee if your account is overdrawn by the assessment of a bank fee. We charge a Collection Charge if the account's Current Balance remains overdrawn for ten days as a result of an Overdraft, including Overdrafts as a result of a bank assessed fee. We limit NSF charges and Overdraft Charges to a maximum of five (5) such charges, in the aggregate, per Business Day per account.

MAINTAINING A POSITIVE BALANCE. You agree not to overdraw your account. You agree to monitor your account balance(s) to ensure an overdraft does not occur. It is your responsibility to maintain an account with sufficient Available Balance to pay presented items and transactions. If your account lacks a sufficient Available Balance after processing to pay a check and/or preauthorized debit activity (not otherwise a preauthorized one-time debit card transaction) presented for payment, we may (1) return the item or (2) pay the item, at our discretion. If an item drafted by you (such as a check) or a debit transaction or entry you create is presented for payment in an amount that is more than the Available Balance in your account after processing, and we decide not to pay the item or transaction, you agree that we can charge you an NSF Charge, in an amount based on our current Schedule of Fees. In the case of any one-time debit card transaction where we previously had authorized the transaction for the merchant, if at the time of processing of the subsequent settlement your account does not then have a sufficient Current Balance, then we will pay to the merchant the transaction amount and we may assess you an Overdraft Fee.

OVERDRAFT PROTECTION OPTIONS. Overdrafts may be covered by our standard overdraft practices available with your account, including the Overdraft Honor Program, a link to a WesBanco companion account or a line of credit. Overdraft Honor is our discretionary overdraft program, not a right or obligation to you, where we may approve your reasonable overdrafts including any applicable fees.

At our discretion we may pay and permit transactions when you do not have a sufficient Available Balance after processing. Overdraft Charges, NSF Charges and Collection Charges will reduce the availability of your Overdraft Honor, and your account's Available and Current Balance. In accordance with regulatory expectations, our practices differ for ATM and one-time debit card transactions, such as groceries, gasoline or dining out, and recurring debit card transactions, such as movie subscriptions or gym memberships. In the event your account is overdrawn, our overdraft protection options are as follows:

Overdraft Honor without Opt-In Feature: Your account is in the Overdraft Honor Program, but you do not want to authorize ATM or one-time debit card transactions using your Overdraft Honor limit. All other items may be paid using your Overdraft Honor limit.

Overdraft Honor with Opt-In Feature: Your account is in the Overdraft Honor Program and you have separately provided your affirmative consent to authorize ATM and one-time debit card transactions using your Overdraft Honor limit. All other items may be paid using your Overdraft Honor limit.

No Coverage: You have either elected not to participate in the Overdraft Honor Program or your product is not eligible for participation in the Overdraft Honor Program. If you elect No Coverage, the Overdraft Charge, the Returned Item Charge and the Collection Fee may still apply to your account. If we pay an item when you do not have enough money in your account, Overdraft Charges may apply. If we return all returnable items presented for payment, we charge a NSF charge for each item returned.

Companion Account: You can minimize risk of overdrafts by choosing to link your checking account to another qualifying account with us, such that funds are automatically transferred by us in the event of an overdraft situation. If a transfer occurs, the amount necessary to prevent the overdraft is transferred from the Companion Account to your checking account. This service may be used in addition to the Overdraft Honor Program. This service requires a separate agreement between you and us. A separate Transfer Fee may be charged.

Line of Credit: A Line of Credit may be linked to your account to avoid an overdraft or NSF. Available credit may be automatically transferred to your account in overdraft status. Upon the event of a transfer from the Line of Credit to your account, the amount necessary to prevent the overdraft is transferred from the Line of Credit to your account. This service may be used in addition to the Overdraft Honor Program, with or without the Opt-In Feature. Transfers made using this service will increase your outstanding loan balance at the time of transfer and may affect your minimum payment. The amount transferred is subject to your specific loan's current interest rate and terms. This service requires a separate agreement between you and us.

WHEN YOU MAY INCUR A FEE: Generally, under the Overdraft Honor Program our policy is to pay those items up to the available overdraft limit on your account(s). We are under no obligation to do so. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received by us and processed can affect the total amount of overdraft fees assessed. If we pay item(s) using your Overdraft Honor limit that result in a negative Current Balance of less than \$5.00 or if the transaction causing the overdraft is less than \$1.00, we will not assess the Overdraft Fee. We will charge you up to a maximum of 5 occurrences per Business Day per transaction that results in a negative Current Balance. All accounts will be assessed a Collection Charge of that amount as disclosed in the current account Schedule of Fees. The Collection Charge is assessed if your account is overdrawn for ten (10) consecutive days, and an additional \$10 Collection Charge is assessed each ten (10) consecutive days thereafter.

QUESTIONS: If you have questions regarding the Processing Order Policy, the Overdraft Honor Program, your Overdraft Honor limit or our Overdraft Programs in general, you may call us toll free at 1-800-905-9043, extension 49605.



May 28, 2021

Providing you quality products and superior service is our top priority. Because you are a valued customer, we are pleased to inform you about updates to the WesBanco OverdraftHonor® Program. At our discretion, we may now pay your non-sufficient fund items, including any applicable fees. Your checking account qualifies under this program as long as you maintain your account in good standing. This program is in effect for checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transactions where there are non-sufficient funds (NSF) in your account to cover the transaction. Other overdraft protection services are available and, in the event of an overdraft, will be accessed for coverage before the WesBanco OverdraftHonor® program. We do, however, reserve the right to limit, restrict, or prohibit the payment of items depending on the circumstances.

As previously mentioned, OverdraftHonor® is part of our discretionary overdraft policy and as such we are under no obligation to pay items when your funds are non-sufficient. However, in providing good service, we may pay items with the understanding that you'll make a deposit immediately to bring your account to a positive balance. **We will charge you a fee of \$35 each time we pay an overdraft. Also, if your account is overdrawn for ten (10) consecutive days, we will charge you a \$10 Collection Charge and an additional \$10 Collection Charge each ten (10) consecutive days thereafter.** You should make note that transactions may not be processed in the order in which they occurred, and the order in which transactions are received and processed can affect the total amount of overdraft fees assessed. We hope to save our customers fees that are charged by merchants and other payees for returned items. If you do not wish to be included under this program and would prefer to have all of your non-sufficient fund items returned, please call 1-800-905-9043, ext. 49605. The same fee amount will be assessed whether your items are paid or returned. No fee is assessed on electronic transactions declined at the time you submit your payment information to the merchant.

While we are offering this program to allow for consistent treatment of non-sufficient fund transactions, we are in no way encouraging you to overdraw your account. Accountholders who use this program should not become dependent on this program to meet short-term cash needs. Abuse of the program may result in suspension of checking account activity.

We also offer other methods to cover overdrafts, such as lines of credit and transfers between other WesBanco accounts to provide you with additional protection. If you have another WesBanco account and are interested in linking these accounts, or you are interested in opening another WesBanco Account; please contact your local banking center directly or by dialing 1-800-905-9043 and pressing option 5. We look forward to discussing your different options with you and showing you that WesBanco is, by all accounts, better.

Sincerely,

A handwritten signature in black ink, appearing to read "Rick Oliver".

Rick Oliver
AVP & Operations Officer

**ACCOUNT AGREEMENT
CHECKING ACCOUNT**



BANK PLAZA OFFICE
1 BANK PLAZA WHEELING WV 26003

DEFINITIONS. Throughout this Agreement, these terms have the following meaning:

- "You," "your," and "account owner" refer to the Customer named on the account.
- "We," "our," and "us" refer to the Bank, WESBANCO BANK INC.
- "Item" or "items," as defined by Article 4 of the Uniform Commercial Code (UCC), means an instrument or a promise or order to pay money handled by a financial institution for collection or payment. The term includes a check but does not include a payment order governed by Article 4A of the UCC or a credit or debit card slip.
- "Debit transactions," "debit," or "debits" refer to funds that are taken out of your account. Common types of debits may include: checks that you have written, ACH payments, wire transfers, PIN-based debit card transactions, and signature-based debit card transactions.
- "Credit transactions," "credit," or "credits" refer to deposits of funds into your account. Common types of credits include: cash deposits, direct deposits, check deposits, and ACH and wire transfers made payable to you. Credits are generally added to your account and are made available to you in accordance with our funds availability schedule.

GENERAL AGREEMENT. You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, including any account opening Disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law. The information found in any account opening Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

YOUR CHOICE OF ACCOUNT. You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

BUSINESS ACCOUNTS. Business accounts are those established by any partnership, corporation, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit-basis; and any individual who intends to use the account for carrying on a trade or business. We reserve the right to require separate written authorization, in a form acceptable to us, telling us who is authorized to act on your behalf. We are authorized to follow the directions of a person designated as having authority to act on the entity's behalf until we receive written notice that the authority has been terminated and have had a reasonable time to act upon that notice.

ADDITIONAL DOCUMENTS TO OPEN ACCOUNT. You agree to supply us with a copy of any chartering document, Operating Agreement, or related documents requested by us.

ESCROW, TRUST, FIDUCIARY AND CUSTODIAL ACCOUNTS. When your account is set up as an escrow account, trust account, fiduciary account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over this account. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close this account. There may be additional terms and conditions that apply to this account that are governed by a separate agreement.

TRANSFERS AND ASSIGNMENTS. We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

RESTRICTIVE LEGENDS. We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in writing signed by an officer of the Bank. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

STALE OR POSTDATED CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

PREAUTHORIZED CHECKS OR DRAFTS. You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.



VERIFYING FUNDS AVAILABILITY FOR CHECK. You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

CHECK SAFEKEEPING. If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

YOUR RESPONSIBILITY FOR BACK OF CHECK. All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

ELECTRONIC CHECKS AND ELECTRONICALLY-CREATED ITEMS. Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes. See the Substitute Checks section for more information.

Electronically-created items ("ECI") are check-like items created in electronic form that never existed in paper form. For example, you set up automatic bill payments with us to pay your utility bill. From your account information, we create an ECI that is sent to your utility company for payment. An ECI cannot be used to create a substitute check since it never existed in paper form.

SUBSTITUTE CHECKS. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These substitute checks are similar in size to the original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute checks. An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

REMOTE DEPOSIT CAPTURE. Remote deposit capture ("RDC") allows you to make deposits to your account from remote locations by electronically transmitting digital images of your original paper checks, which are drawn on or payable through United States financial institutions in United States dollars to us. We may then use the digital image to create an electronic check or substitute check for collection. If you use our RDC services, if applicable, we may require you to endorse the back of the paper check to indicate that it has been remotely deposited. For example, "for mobile deposit only" or "for mobile deposit at WESBANCO BANK INC only."

REMOTELY CREATED CHECKS. A remotely created check, as defined in Regulation CC, means 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. By having a deposit account with us, you certify that all remotely created checks deposited to your account(s) will be expressly and verifiably authorized by the payer. And we reserve the rights to refuse for deposit any such remotely created check if we have any reason to believe that the check is fraudulent in any manner and to obtain from you the payer's express, verifiable authorization for any such check.

WITHDRAWALS. Deposits will be available for withdrawal consistent with the terms of the Disclosures. Withdrawals may be subject to a service charge.

DEPOSITS. Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item. You are liable to us for the amount of any check you deposit to your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you. Funds deposited to your account, excluding any Time Deposit accounts, are available in accordance with the Disclosures.

COLLECTION OF DEPOSITED ITEMS. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

UNLAWFUL INTERNET GAMBLING. Restricted transactions are prohibited from being processed through your account with us as required by the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG. A restricted transaction is a transaction or transmittal



involving any credit, funds, instrument, or proceeds in connection with the participation of another person in unlawful Internet gambling. You will notify us if your business practices regarding Internet gambling change in the future.

STATEMENTS. We will provide you with a periodic statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for unauthorized signature or alteration on the front of the item reported to us after one year from the time we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address. **COMBINED STATEMENTS.** You must have a checking account to serve as the lead account in the combined statement relationship. You may join an unlimited number of checking, savings, time deposits and loan accounts to the combined statement relationship as long as the ownership on all accounts joined is the same ownership with the same combination of account holders as the lead checking account and it is not an Individual Retirement Account.

ACH AND WIRE TRANSFERS. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of West Virginia. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

PROVISIONAL PAYMENT. Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

INTERNATIONAL ACH TRANSACTIONS. If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

NOTICE OF RECEIPT. We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW. We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

STOP PAYMENTS.

STOP PAYMENT ON CHECKS. You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the check or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order on a check remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the check on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

STOP PAYMENT ON ACH DEBITS. A Stop Payment Order may be placed on either a one-time debit transfer or on a multiple debit entry transfer. If you request a Stop Payment Order on an Electronic Check Conversion or other one-time debit transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise the Stop Payment Order shall be of no effect. If you requested a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. Oral stop payment orders are binding on us for 14 calendar days only and must be confirmed by you in a record or writing within that period. A Stop Payment Order on an ACH debit remains in effect until the earlier of 1) your withdrawal of the Stop Payment Order, 2) the return of the debit entry, or 3) six months from the date of the Stop Payment Order, unless you renew the Stop Payment Order. You



may renew the Stop Payment Order for an additional six months to prevent the transfer from being paid by providing a request to us within the time period the Stop Payment Order is in effect. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization).

The Stop Payment Order shall be governed by the provision of the Uniform Commercial Code 4A in effect in the state in which we are located, *NACHA Operating Rules*, and any applicable state law.

You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. A release of the Stop Payment Order may be made by the person who initiated the stop payment request or any of the authorized signers on the account. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

DEATH OR INCOMPETENCY. Neither the death nor the legal adjudication of incompetence of any individual authorized to act on your behalf revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

NON-SUFFICIENT FUNDS AND OVERDRAFTS.

AVAILABLE BALANCE. We use an available balance method to determine whether there are sufficient funds in your account to pay a debit transaction or item. The available balance reflects deposits and transactions that have been posted to your account, such as checks you have written, and transactions that have been authorized but not yet posted to your account, including deposit holds and holds on debit card transactions that have been authorized but not yet posted (i.e., preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.

FEES. If there are insufficient funds to pay a debit transaction or item based on your available balance, we may either: 1) return the debit or item or 2) pay the debit or item at our discretion. We may charge you fees if we return the debit or item or pay the debit or item on your behalf.

RETURN ITEM FOR NON-SUFFICIENT FUNDS. If we do not pay the debit transaction or item on your behalf and return the debit or item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, a debit or item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of a debit or representation of an item, which means you may incur multiple non-sufficient funds fees if a debit or item is returned more than one time. For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you non-sufficient funds fees. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you non-sufficient funds fees the second time the check is presented for payment and returned for non-sufficient funds.

OVERDRAFTS. If we pay the debit transaction or item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. As discussed above, subsequent pending transactions and holds impact your available balance, which may cause your account to become overdrawn and subject to overdraft fees. For example, you have \$100 in your account. You use your debit card at a gas station and a preauthorization hold of \$60 is placed on your account because the amount of the transaction is not known at the time of authorization, even though you only spent \$50 at the gas station. The authorization hold reduces your available balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, you will be responsible for paying the overdrawn balance, and we may charge you overdraft fees.

PROCESSING ORDER POLICY. Our Processing Order Policy is attached to this Agreement and included with your account opening disclosures. Please take the time to read the Processing Order Policy, so that you will understand when there may be an overdraft on your account which may result in non-sufficient fund, overdraft or other charges which results when your account lacks sufficient funds to pay an item.

PROCESSING ORDER. We will process debit and credit transactions in accordance with our processing order policy. The processing order of these debits and credits is important because if your account balance has insufficient funds to pay for them in the order that they are processed, we may charge you non-sufficient funds fees if we return the debit or charge you overdraft fees if we pay the debit on your behalf.

SIGNATURES. Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, orders, or other items for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

Further, most checks, and other items are processed automatically, i.e., without individual review of each item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of each item, you agree that we are acting within common and reasonable banking practices by automatically processing checks, and other items, i.e., without individual review of each check, or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice. • **DUAL SIGNATURE ACCOUNTS.** If you require dual signatures, or more than two signatures, on your account, it is your responsibility to monitor, enforce and control such



requirements as an internal control. The Bank will not examine items to monitor or enforce dual signature, or multiple signature, requirements for you and the signature of any authorized signer constitutes the authorized signer of an organization or individual for purposes of this account agreement for items drawn on the account.

FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS. You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Schedule of Fees or Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

SET-OFFS AND SECURITY INTEREST. If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

CLAIMS. In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Schedule of Fees.

DORMANT/INACTIVE ACCOUNTS. You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

ATTORNEYS' FEES AND EXPENSES. You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

LEGAL PROCESS AGAINST ACCOUNT. You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

CLOSING ACCOUNT. We may close the account at any time, with or without cause, after sending you notice as required by the law. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

OUR WAIVER OF RIGHTS. You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

YOUR WAIVER OF NOTICE. By signing the Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account to the extent permitted by law. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

NOTICE. You are responsible for notifying us of any change to the name, type or address of your entity or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

CERTIFIED BENEFICIAL OWNER INFORMATION. You are responsible for notifying us of any changes to the certified beneficial ownership information of the legal entity customer that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

TELEPHONE AND ELECTRONIC COMMUNICATION. You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

ONLINE OR MOBILE SERVICES. If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

AMENDMENTS AND ALTERATIONS. You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. We may change any term of this agreement by



giving you notice as required by law. If the law does not require a particular type or period of notice, we can post the change in our lobby or other public area for five days before it takes effect. If you use the account after the effective date of a change, that indicates your acceptance of the change.

EFFECTIVE APPLICABLE LAWS AND REGULATIONS. You understand that this Agreement is governed by the laws of West Virginia, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

ARBITRATION Details regarding arbitration, waiver of class action and jury waiver are found within the attached arbitration agreement.

TEMPORARY DOCUMENTS. If you have asked us to create the account for multiple owners or authorized signers, we can limit use of the account until all have signed.

NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

NOTICE

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTIONS.

(a) **Binding Arbitration.** Either you or we can elect to resolve any Dispute (as defined below) exclusively by binding arbitration, pursuant to the procedures described herein (“Arbitration Agreement”) and not through litigation in any court. For the purposes of this Arbitration Agreement, a “Dispute” is any unresolved disagreement between you and us in any way arising from or relating to your Account(s), including, but not limited to, any transaction (debit, credit, hold or transfer), service, debit card, your use of any of the Bank’s banking locations, facilities, electronic communications or other means through which you access the Bank, any Account, or conduct any transaction, or any similar banking function or service. A Dispute includes, but is not limited to, any (i) disagreement or claim based on broken promises or contracts, torts, or other wrongful actions, (ii) statutory, common law, or equitable claims, and (iii) disagreements about the meaning or application of this Arbitration Agreement. You and we acknowledge and now agree that the services referenced in the Agreement and all transactions relating to the Agreement, including a Dispute, involve interstate commerce, and that this Arbitration Agreement is and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§116. If either you or we fail to consent to binding arbitration following proper lawful demand by the other party, the party refusing to consent bears all costs and expenses incurred by the other in compelling arbitration. Notwithstanding the foregoing, you and we retain the right to pursue any Dispute in small claims court (or equivalent state court) that is within that court’s jurisdiction, provided that if one of us remove a Dispute from small claims court (or equivalent state court) then either of us shall have the right to have the Dispute resolved by arbitration.

(b) **Arbitration Procedure.** Unless otherwise expressly limited in this Arbitration Agreement, either you or we may request that any Dispute be arbitrated at any time, even if a lawsuit or other proceeding has been previously commenced, by giving written notice to the other party. If you request arbitration of any Dispute, you will notify us at Wesbanco Bank, One Bank Plaza, Wheeling, WV 26003 – Attention: Bank Operations. If we request arbitration of a Dispute, we will notify you at your most recent address found in our books and records. Arbitration will be held in the State in which your Account is located. Your account is considered located in the following U.S. State: First, if you opened your account in person, then the State where you opened the account; Second, if you opened your account by mail, internet, or other remote means and you resided in a U.S. State where we had branch offices at that time, then the State where you resided; or Third, if you opened your account by mail, internet, or other remote means and you did not reside in a U.S. State where we had offices at that time, then West Virginia. Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association (“AAA”), or such other administrator to which you and we mutually agree, according to the Commercial Arbitration Rules or, if you are a consumer, then the Consumer Arbitration Rules, as each may be amended, updated, or replaced from time to time (collectively the “AAA Rules”). To the extent that there is any conflict between the AAA Rules or other administrator rules and this Arbitration Agreement, this Arbitration Agreement shall control. There shall be one arbitrator. The arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. The parties and the arbitrator shall keep confidential and not disclose the existence or results of an arbitration proceeding, as well as all records used therein, except as required in the ordinary course of party’s business or by applicable law or regulation. No arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of or against any person who has not individually and directly participated in the proceeding. Any award issued by an arbitrator shall be accompanied by a written reasoned opinion.

(c) **Limitation on Liability.** THE ARBITRATOR SHALL HAVE NO AUTHORITY OR DISCRETION TO AWARD, AND BOTH YOU AND WE WAIVE AGAINST THE OTHER ALL RIGHTS TO DEMAND OR RECOVER, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES AGAINST EITHER YOU OR US, REGARDLESS OF THE FORM OF ACTION AND EVEN IF EITHER YOU OR WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. The foregoing limitation on liability shall not limit the arbitrator’s discretion to award costs and attorney fees to the prevailing party, as provided within this Arbitration Agreement.

(d) **Effect of Arbitration Award.** The arbitrator’s award shall be final and binding on you and us, except for any right of appeal provided by the Federal Arbitration Act.

(e) **Rights Preserved.** This Arbitration Agreement does not prohibit you or us from exercising any lawful rights or using other available remedies to preserve, foreclose, or obtain possession of real or personal property; exercise self-help remedies, including setoff and repossession rights; exercise right expressly granted in the Agreement; or obtain provisional or ancillary remedies such as injunctive relief, attachment, garnishment, or the appointment of a receiver. Any statute of limitations applicable to any Dispute applies to any arbitration between the parties. This Arbitration Agreement shall survive any payment to and/or from either party to the other, closure of any Account, cancellation or expiration of any Bank-issued debit card, termination of this Agreement, and termination or amendment of any other relationship between you and us.

(f) **Fees and Expenses of Arbitration.** Unless inconsistent with applicable law, the arbitrator is authorized to award to a prevailing party costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration. If the arbitrator determines a party to be the prevailing party under circumstances where the prevailing party won on some, but not all, of the claims and counterclaims, the arbitrator may award the prevailing party an appropriate percentage of the costs and attorneys’ fees reasonably incurred by the prevailing party in connection with the arbitration.

(g) **Class Action Waiver.** YOU AGREE TO AND HEREBY DO WAIVE YOUR RIGHTS, IF ANY, AND YOUR ABILITY TO ASSERT OR PARTICIPATE IN A CLASS ACTION LAWSUIT OR TO OTHERWISE PROCEED IN ANY ARBITRATION

PROCEEDING OR CIVIL ACTION INVOLVING A DISPUTE ON REPRESENTATIVE BASIS, UNLESS YOU TIMELY AND EXPRESSLY OPT OUT OF THIS ARBITRATION AGREEMENT AS PROVIDED BELOW. UNLESS YOU OPT OUT, YOU FURTHER AGREE NOT TO PROSECUTE ANY ARBITRATION AS A CLASS ACTION OR TO OTHERWISE SEEK OR RECEIVE CLASS-WIDE TYPE DAMAGES, AWARDS OR ANY EQUITABLE RELIEF. YOU MAY NOT ATTEMPT TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS WHO ARE NOT CO-PARTIES WITH YOU TO AN ACCOUNT(S).

(h) **Right to Opt Out of Arbitration Agreement:** YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. UNLESS YOU OPT OUT, YOU WILL BE BOUND TO THE TERMS OF THIS ARBITRATION AGREEMENT AND WILL BE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE BE DECIDED BY A COURT OR GOVERNMENTAL TRIBUNAL. FURTHER AND AS PROVIDED ABOVE, UNLESS YOU OPT OUT, YOU AND WE AGREE TO RESOLVE ALL DISPUTES VIA BINDING ARBITRATION AND WE BOTH ALSO AGREE NOT TO BRING OR PARTICIPATE IN A CLASS ACTION, WHETHER BROUGHT AS AN ARBITRATION PROCEEDING OR A CIVIL LAWSUIT. If you do not want this Arbitration Agreement to be binding on you, you must send us written notice of your decision to opt out so that we receive it at the address listed in this sub-paragraph within thirty (30) days after the opening of your Account or, if you are an existing account holder, then 30 days after we first published notice of the amendment to the Agreement to incorporate this Arbitration Agreement provision, whichever is later. You must sign such written opt out notice and include your business or individual name, officer title (if a commercial account), address, each Account number, the name(s) of the account owners listed for the Account and convey your written statement that you opt out of this Arbitration Agreement. Such notice must be mailed to Wesbanco Bank, One Bank Plaza, Wheeling, WV 26003 – Attention: Bank Operations. You agree that our business records will be final and conclusive with respect to whether we have received your written communication opting out of this Arbitration Agreement and whether it was received by us in a timely and proper fashion.

(i) **Severability.** If any part or provision of this Arbitration Agreement is determined by the arbitrator or a court of law to be unenforceable for any reason, the remainder of the Arbitration Agreement shall remain in full force and effective.

ENFORCEMENT/WAIVER OF JURY TRIAL. To the extent that the Arbitration Agreement set forth above is deemed unenforceable in its entirety, the Arbitration Agreement is not invoked by either party, or the Arbitration Agreement is otherwise inapplicable to the claim and/or controversy at issue, this Section of the Agreement shall control all actions, proceedings and/or disputes between you and us. In the event either party brings an action in a court of law to enforce this Agreement or collect amounts owing as a result of any Account transaction, the prevailing party shall be entitled to reasonable attorney's fees and costs, including fees on appeal, subject to any limits under applicable law. FURTHER, BOTH YOU AND WE WAIVE ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY CIVIL ACTION RELATED TO ANY DISPUTE, YOUR ACCOUNT AND ANY DOCUMENTS EXECUTED IN CONNECTION WITH YOUR ACCOUNT. NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

COMMERCIAL PROCESSING ORDER POLICY

This Processing Order Policy applies to those depository accounts opened or used for commercial or business purposes. It is important you understand the processing order and sequence in which items and other debits are to be paid from your account because, if the account has an insufficient balance to cover all transactions presented for payment, your account may become overdrawn which may result in an Overdraft Charge or Non-Sufficient Fund (NSF) Charge.

PROCESSING ORDER. This section describes, generally, how we process and pay transactions from your account. Please note that exceptions may apply, and this process may change from time to time, without prior notice to you. Our processing order depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount of the transaction, and the type of transaction in question, among other variables.

The two basic types of transactions for your account are: (i) credits (deposits) into your account, and (ii) debits (withdrawals or payments) from your account. It is important to understand how each is applied to your account so that you know how much money is available to you at any given time.

We process items at the end of a Business Day, as defined in our Funds Availability Policy, pursuant to the policy described herein. Our policy is to process credits and debits and pay items being presented for final settlement (final payment) in the following order:

1. All Deposits – credited to your account on the Business Day of the deposit
2. Debit Memos
3. Foreign ATM Fees
4. Overdraft and NSF Charges from the Previous Day
5. Returned Deposited Payments
6. ATM Withdrawals – in low to high dollar amount order on the day presented for final payment
7. Internal Account to Account Transfers – in low to high dollar amount order on the day presented for final payment
8. Online Banking Transfers – in low to high dollar amount order on the day presented for final payment
9. PIN-based Debit Card Transactions – in low to high dollar amount order on the day presented for final payment
10. Wire Transfers – in low to high dollar amount order on the day presented for final payment
11. Signature-based Debit Card Transactions – in low to high dollar amount order on the day presented for final payment
12. Pre-authorized Debit Transactions – in low to high dollar amount order on the day presented for final payment
13. Bill Pay Transactions – in low to high dollar amount order on the day your account is debited to fund the Bill Payment, whether by Check or ACH Entry, as more particularly described in your online banking
14. Other Electronic Transactions – in low to high dollar amount order on the day presented for final payment
15. Over-The-Counter Withdrawals – in low to high dollar amount order on the Business Day presented for final payment
16. Paper-based Checks or Drafts Initiated at Bank Offices – in check/draft number order on the day presented for final payment
17. All Other Checks – in check/draft number order on the day presented for final payment
18. All Remaining Account Fees and Service Charges
19. Interest Earned – credited to your account on the last Business Day of your periodic statement cycle.

* Zelle® Transactions – If you have linked a debit card to your Zelle® account, the transaction will process as a PIN-based Debit Card Transaction in the order outlined above. If you have linked your bank account to your Zelle® account, the transaction will process as an Other Electronic Transaction in the order outlined above.

Please note that transactions are processed in the order described above. Transactions are not processed in the order that you initiate the transactions or in the order that we receive them. We cannot control how long a merchant takes to present a transaction for final payment or settlement, or the transaction type the merchant presents for final payment or settlement.

ACCOUNT BALANCE. Your account will reflect two types of balances: The Current Balance and the Available Balance. It is important to understand the different types of balances in your account. Your Current Balance, sometimes referred to as “ledger balance,” is determined at the end of each Business Day and is the full amount of all credits and debits that have been processed and posted to your account pursuant to our Processing Order Policy. Your Current Balance will include, for example, funds not yet available to you because of a hold on a deposit as described in our Funds Availability Policy. Your Current Balance does not include any pending items that have not yet posted to your account, debits or credits, and excludes any preauthorized commitments to pay merchants or others that have not yet been posted to your account. Your account statements, as you view online or may receive from us by mail, will reflect the Current Balance.

Current Balance Example 1: If you have \$50 in your account and you just wrote a check for \$40, then your Current Balance is still \$50 until your \$40 check is presented to us for payment.

Current Balance Example 2: Assume you have \$100 in your account and you make a debit card purchase for \$75. Although we may have electronically authorized the transaction, at the merchant's request at the time of your purchase, your Current Balance remains \$100 until the debit card purchase is presented to us for settlement by the merchant.

Your Available Balance reflects the Current Balance in your account plus transactions conducted during the day of which we are informed prior to our processing and/or final settlement. The Available Balance is calculated by subtracting any holds placed on the availability of funds, including for pending transactions we know about, and adding deposits and provisional credits. The Available Balance includes deposits you have made after the designated cut-off time for a particular Business Day and, while the funds are immediately available to authorize ATM or one-time debit card transactions, they may not be available to pay checks or other items presented to us for payment on the same Business Day. When you access our online and mobile banking features, these will inform you of your Available Balance and Current Balance at the time of log-in. Overnight processing typically occurs between 9PM EST and 5AM EST on a Business Day, online and mobile balances may not be updated during this time. You should check your balances outside of this time for the most current information.

Available Balance Example: Assume you have a \$50 Current Balance. You then deposit \$100 cash into your WesBanco account on a Saturday. Your Available Balance will be \$150. However, your Current Balance will remain at \$50, because you deposited the cash on a non-Business Day as per our Funds Availability Policy.

IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE AVAILABLE BALANCE AND CURRENT BALANCE APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION. Your Available Balance may not reflect all your outstanding checks, bill payments that you have authorized, or other outstanding transactions that have not been finally paid from your account. For example, in the Current Balance Example 1 above, the outstanding check will not be reflected in either your Current Balance or Available Balance until it is presented for final payment and paid from your account. In addition, your Available Balance may not reflect all your pending debit card transactions or ATM withdrawals. For example, in the Debit Card Transaction Example 2 below, if the merchant obtains initial authorization for the \$50 debit card transaction but does not submit the transaction for final payment within three (3) business days after initial authorization, we may increase your Available Balance by the previously authorized amount. This means that your Available Balance will not reflect the pending transaction unless and until the transaction has been presented for final payment and paid from your account. Even though your Available Balance has increased and is no longer reduced by the pending transaction, your obligation to pay the merchant still applies, and when the merchant presents the transaction for final payment, your Available Balance and Current Balance will be reduced. (PLEASE NOTE: Regardless of whether a transaction remains pending or whether the transaction is reflected in your Available Balance, all transactions are processed and paid in accordance with the Processing Order Policy and may overdraw your account and incur an Overdraft Charge or NSF Charge if you do not have sufficient funds when the transaction is presented for final payment and paid or returned by us.)

The best way to know how much money you have and avoid paying Overdraft Charges and NSF Charges is to record and track all your transactions closely. Therefore, we encourage you to keep accurate records and practice good account management. This will help you to avoid creating overdrafts or NSF items and potentially incurring the resulting fees and charges.

Point of Sale Debit Card Transactions. When you use your debit card to withdraw funds from your account at an ATM or make a debit card transaction, the withdrawal or transaction is authorized based on your Available Balance. Upon the authorization of the debit card transaction, your Available Balance is reduced by the amount authorized, but your Current Balance is not affected at that moment.

A delay may occur between the time a debit card transaction is authorized (the time when you used your debit card at a store, for example) and the time when the debit card transaction is ultimately settled and paid from your account. Settlement delays are common and may be caused by several factors, including, but not limited to, a merchant's delay in submitting a debit card transaction, or if a transaction is authorized on a non-Business Day or after close of business. If we use your Overdraft Honor limit to pay any item that otherwise would overdraw your account or to authorize an ATM or debit card transaction, this may result in an Overdraft Charge.

In some cases, your Available Balance may have had sufficient funds to cover a debit card transaction at the time you used your debit card and the transaction was authorized, but intervening transactions processed after the debit card transaction was authorized, may reduce your Available Balance. If, at the time a debit card transaction is presented to us for final payment and settlement, your Available Balance after processing is insufficient to pay the transaction, this may cause an overdraft and you may be assessed an Overdraft Charge. **Overdraft determinations are made at the time of final payment and settlement, not at the time a transaction is authorized.** For the sake of clarity, please understand that the authorization of a debit card transaction does not segregate, escrow, or ensure that those funds will be available for the future settlement of that particular transaction. At all times, you are responsible for ensuring that your account(s) has a sufficient Available Balance to pay all your transactions, withdrawals, and debit items (including debit card transactions) when they are presented to us for final payment and settlement. In the event you have an insufficient Available Balance when a debit card transaction, which was previously authorized, is presented to us for final payment and settlement, we may, at our discretion, refer to your Current Balance as it exists on the day following our processing (instead of your Available Balance at the time of processing), and if your Current Balance is sufficient to pay and settle the transaction, we will waive the Overdraft Charge that otherwise would be assessed.

POS Debit Card Transaction Example 1: Assume you begin the Business Day with a \$20 Current Balance and a \$20 Available Balance, and you do not have one of our Overdraft Protection Options as discussed below. If you try to use your debit card to make a \$90 purchase at a merchant's store (a "POS"), the merchant's attempt to obtain authorization for that POS transaction will be declined. Your Current and Available Balances will remain unchanged, and you will not be assessed an Overdraft Charge or NSF Charge.

POS Debit Card Transaction Example 2: Assume you begin the Business Day with a \$80 Current Balance and a \$80 Available Balance. Also assume you conduct a debit card transaction at a Merchant's store (a "POS") for \$50 during the morning hours, which is authorized and consequently reduces your Available Balance to \$30. (Your Current Balance is still \$80.) During the afternoon, you go to a WesBanco ATM to withdraw \$80. Unless you have one of our over overdraft protection options, your attempt to withdraw the \$80 will be declined because you will not have a sufficient Available Balance. However, if you do have one of our overdraft protection options with a sufficient limit, then (1) your ATM transaction will be completed; (2) your Available Balance will be reduced; and (3) if the Bank receives the POS transaction that same day for final payment and settlement, then that night, during processing, the ATM withdrawal would post first under the Processing Order Policy before the POS debit card transaction and, because your Current Balance is now negative \$50, you consequently would be assessed an Overdraft Charge for the POS transaction.

POS Debit Card Transaction Example 3: Assume you begin the Business Day ("Business Day 1") with a \$50 Current Balance and a \$50 Available Balance. Also assume you conduct a debit card transaction at a Merchant's store (a "POS") for \$40 during the morning hours, which is authorized and consequently reduces your Available Balance to \$10. (Your Current Balance is still \$50.) During the afternoon, you go to another Merchant's store (a "POS") and conduct a debit card transaction for \$20. Unless you have one of our over overdraft protection options, your attempt to make the \$20 purchase will be declined because you will not have a sufficient Available Balance. However, if you do have one of our over overdraft protection options with a sufficient limit, then your debit card transaction will be authorized, and your Available Balance will be reduced to negative \$10. Assume that the next day ("Business Day 2"), your \$20 POS debit card transaction is presented to the Bank for final payment and settlement. That night, during Processing, the \$20 POS debit card transaction would post under the Processing Order Policy. Although your Available Balance is negative \$10, your Current Balance is now \$30. The following day ("Business Day 3"), the Bank will refer to your Current Balance, and because your Current Balance is sufficient to pay and settle the transaction, the Bank will waive an Overdraft Charge that otherwise would be assessed. Later that day, your \$40 POS debit card transaction is presented to the Bank for final payment and settlement. That night, during processing, the \$40 POS debit card transaction would post under the Processing Order Policy, and because your Current Balance is now negative \$10, you consequently would be assessed an Overdraft Charge for the \$40 POS transaction.

As part of our overdraft practices and our Overdraft Honor Program, we will not authorize ATM withdrawals or one-time debit card transactions unless you have a sufficient Available Balance at the time the ATM withdrawal or one-time debit card transaction is initially authorized. If you are in our Overdraft Honor program, we will authorize ATM withdrawals and one-time debit card transactions against your Available Balance plus your available Overdraft Honor limit. We may also consider other overdraft protection programs, including a WesBanco companion account or an overdraft line of credit, up to your limits in these programs.

We will not charge a fee if your account is overdrawn by \$5.00 or less or if the transaction causing the overdraft is less than \$1.00. We will not charge a fee if your account is overdrawn by the assessment of a bank fee. We charge a Collection Charge if the account's Current Balance remains overdrawn for ten days as a result of an Overdraft, including Overdrafts as a result of a bank assessed fee.

MAINTAINING A POSITIVE BALANCE. You agree not to overdraw your account. You agree to monitor your account balance(s) to ensure an overdraft does not occur. It is your responsibility to maintain an account with sufficient Available Balance to pay presented items and transactions. If your account lacks a sufficient Available Balance after processing to pay a check and/or preauthorized debit activity presented for payment, we may (1) return the item or (2) pay the item, at our discretion. If an item drafted by you (such as a check) or a debit transaction or entry you create is presented for payment in an amount that is more than the Available Balance in your account after processing, and we decide not to pay the item or transaction, you agree that we can charge you an NSF Charge, in an amount based on our current Schedule of Fees. In the case of any one-time debit card transaction where we previously had authorized the transaction for the merchant, if at the time of processing of the subsequent settlement your account does not then have a sufficient Current Balance, then we will pay to the merchant the transaction amount and we may assess you an Overdraft Fee.

OVERDRAFT PROTECTION OPTIONS. Overdrafts may be covered by our standard overdraft practices available with your account, including the Overdraft Honor Program, a link to a WesBanco companion account or a line of credit. Overdraft Honor is our discretionary overdraft program, not a right or obligation to you, where we may approve your reasonable overdrafts including any applicable fees.

At our discretion we may pay and permit transactions when you do not have a sufficient Available Balance after processing. Overdraft Charges, NSF Charges and Collection Charges will reduce the availability of your Overdraft Honor, and your account's Available and Current Balance. In the event your account is overdrawn, our overdraft protection options are as follows:

Overdraft Honor: Your account is in the Overdraft Honor Program including your consent to authorize ATM and one-time debit card transactions using your Overdraft Honor limit. All other items may be paid using your Overdraft Honor limit.

Overdraft Honor is not intended as an additional source of commercial credit or short-term loan. Your Overdraft Honor limit cannot be accessed to pay other indebtedness you have with us, and we reserve the right to return any item as NSF that would otherwise be paid under our Processing Order Policy as an Overdraft when that item is paid to us under a loan or other credit agreement.

No Coverage: You have either elected not to participate in the Overdraft Honor Program or your product is not eligible for participation in the Overdraft Honor Program. If you elect No Coverage, the Overdraft Charge, the Returned Item Charge and the Collection Fee may still apply to your account. If we pay an item when you do not have enough money in your account, Overdraft Charges may apply. If we return all returnable items presented for payment, we charge a NSF charge for each item returned.

Companion Account: You can minimize risk of overdrafts by choosing to link your checking account to another qualifying account with us, such that funds are automatically transferred by us in the event of an overdraft situation. If a transfer occurs, the amount necessary to prevent the overdraft is transferred from the Companion Account to your checking account. This service may be used in addition to the Overdraft Honor Program. This service requires a separate agreement between you and us. A separate Transfer Fee may be charged.

Line of Credit: A Line of Credit may be linked to your account to avoid an overdraft or NSF. Available credit may be automatically transferred to your account in overdraft status. Upon the event of a transfer from the Line of Credit to your account, the amount necessary to prevent the overdraft is transferred from the Line of Credit to your account. This service may be used in addition to the Overdraft Honor Program. Transfers made using this service will increase your outstanding loan balance at the time of transfer and may affect your minimum payment. The amount transferred is subject to your specific loan's current interest rate and terms. This service requires a separate agreement between you and us.

WHEN YOU MAY INCUR A FEE: Generally, under the Overdraft Honor Program our policy is to pay those items up to the available overdraft limit on your account(s). We are under no obligation to do so. Transactions may not be processed in the order in which they occurred, and the order in which transactions are received by us and processed can affect the total amount of overdraft fees assessed. If we pay item(s) using your Overdraft Honor limit that result in a negative Current Balance of less than \$5.00 or if the transaction causing the overdraft is less than \$1.00, we will not assess the Overdraft Fee. All accounts will be assessed a Collection Charge of that amount as disclosed in the current account Schedule of Fees. The Collection Charge is assessed if your account is overdrawn for ten (10) consecutive days, and an additional \$10 Collection Charge is assessed each ten (10) consecutive days thereafter.

QUESTIONS: If you have questions regarding the Processing Order Policy, the Overdraft Honor Program, your Overdraft Honor limit or our Overdraft Programs in general, you may call us toll free at 1-800-905-9043, extension 49605.