

BUSINESS DEPOSIT ACCOUNT AGREEMENT

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

- "You," "your," "account owner," and "party" refer to the depositor named on the account.
- "We," "our," and "us" refer to the financial institution.
- The acronym "NOW" means Negotiable Order of Withdrawal.
- "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 account with us, along with all account opening documents applicable to your account, including but not limited to, our Business Banking Fee Schedule, Funds Availability Policy, and the Commercial Processing Order Policy ("Disclosures"), which are incorporated herein by reference.

GENERAL RULES. The following rules apply to your account:

1. 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 initiated by mail until we actually receive and record them. We may refuse to accept particular items as a deposit to your account at our discretion. The terms of our Disclosures will control the determination of the Banking Day deposits are deemed received by us and when they will be available for withdrawal. If any item you deposit to your account is returned unpaid, we have the right to debit your account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any item you deposit to your account that is returned unpaid, plus our costs and expenses associated with collection of all or any part of such amount from you, including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise. Deposits may be subject to a service charge.

2. 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.

This provision also applies to any remotely created check that you may deposit into your account. 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 payor. 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 payor's express, verifiable authorization for any such check.

3. 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.

4. 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 hereby 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 to set-off.

5. 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). 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 Fee Schedule.

6. Expenses. You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute, attachment, garnishment, levy or subpoena of records involving your account, including reasonable attorneys' fees whether incurred at trial, on any appeal therefrom or otherwise, to the extent permitted by law. You authorize us to deduct such loss, cost or expense from your account without prior notice to you.

7. Dormant/Inactive Accounts. You understand that if your account is dormant or inactive, you may be charged the fee specified in the Fee Schedule and we may stop paying interest to the extent permitted by law and your account balance may be escheated (that is, turned over to the state) in accordance with state law. If your account balance is escheated, you agree that we are relieved of all responsibility for the balance escheated.

8. Escrow, Trust, Fiduciary and Custodial Accounts. When your account is set up as an escrow, trust, fiduciary 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.

9. Additional Documents to Open Account. You agree to supply us with a separate authorization informing us of the authorized signer(s), if requested to do so and to provide any other related document requested by us.

10. Signatures. Your signature on the Account Information form 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 (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen in our files. For withdrawal and for 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 instruction is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

Further, most checks, drafts, orders, or 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 items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing these items. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees whether incurred at trial, on any appeal therefrom or otherwise) that you or we may suffer or incur as a result of this practice.

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

12. 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 Fee Schedule or Disclosures. We also reserve the right to impose a service charge for cashing checks and other items drawn on your account if the person cashing the check or item is not a customer of this financial institution.

13. Non-Sufficient Funds and Overdrafts. If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available account balance, we may (1) return the item or (2) pay the 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. A Collection Fee is applied to those accounts in overdraft status for ten (10) consecutive days and each ten (10) consecutive days thereafter.

Available Balance. We use an Available Balance method to determine if there are sufficient funds in your account to pay an item or debit transaction.

How We Decide to Pay an Item or Debit and How We Assess Fees. The Available Balance reflects deposits and transactions that have been posted to your account and transactions that have not settled or posted to your account, including the following: checks you have written, if applicable; deposit holds; and debit card transactions that have been authorized but not yet settled/posted and paid (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 because the pending \$30 transaction reduces your Available Balance.

The amount being held is not necessarily applied to the previously authorized transaction or to any specific transaction. If the hold expires and the transaction has not been paid, the amount being held will be returned to your Available Balance. We determine whether you have sufficient funds available to pay a transaction at the time the transaction is posted to your account, not at the time the transaction is authorized. If you do not have sufficient available funds at the time of posting, the debit transaction will cause you to overdraw, and you may incur an overdraft fee. This can occur even if your account did have sufficient available funds when the merchant requested authorization.

Your debit card transaction is paid when the merchant presents it to us for payment and the transaction posts to your account – that is, when the merchant asks us to transfer the funds from your account to the merchant. It is important to note that authorization and payment of debit card transactions do not occur simultaneously – there can be days between. If other account activity has caused the available funds in your account to decrease before the debit card transaction posts, you may no longer have sufficient funds to pay the merchant. If that occurs, the debit card transaction will overdraw your account because we must honor our promise to pay the merchant. You may incur an overdraft fee when this happens.

Here is an example of how that may happen: on Monday, we authorize a debit card transaction because you have enough available funds at the time. A hold is placed on your funds and your Available Balance is reduced by the authorized amount; however, these funds are not specifically reserved to post the debit card transaction. On Tuesday, we process and post another transaction (such as a check you wrote) that reduces your Available Balance below zero and causes an overdraft fee. If the merchant presents the original debit card transaction for payment on Wednesday, the debit card transaction will overdraw your account and you may incur another overdraft fee because your Available Balance is now below the amount needed to pay the transaction. You will be charged this fee even though we placed a hold on your funds on Monday because your Available Balance at the time of posting is the balance that determines whether you have sufficient funds for a transaction and whether you will incur an overdraft fee.

Return Item for Non-Sufficient Funds. If your Available Balance is insufficient to pay an item or debit transaction and we return the item, we may charge you a Return Item Fee. We may charge you multiple \$35 Returned Item Fees, or alternatively \$35 Returned Item Fees followed by a \$35 Overdraft Fee, on a single item that you have authorized for payment to a third-party merchant or other payee (the "Payee"). This occurs when the Payee resubmits the item to Wesbanco for payment after it has been rejected by Wesbanco due to insufficient funds in your account and returned to the Payee. This means that you could be assessed multiple fees on a single item. These fees are in addition to any

fees that the Payee may be permitted to assess you for returned items under any agreement you have with the Payee.

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 an Overdraft Fee. 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 even if your Available Balance was sufficient when you made the transaction (at authorization). 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 your gas was only \$50. The authorization hold reduces your Available Balance to \$40. You then spend \$50 on groceries. If we pay this debit on your behalf, your Available Balance will be reduced to negative \$10, so you will be responsible for paying the overdrawn balance, and we may charge you Overdraft Fees. If your Available Balance is still overdrawn when the \$50 gas station transaction is presented for payment by the merchant and posted to your account, you will be charged another Overdraft Fee.

Overdraft Fees May Be Waived Based on Current (Ledger) Balance. In the event you do not have a sufficient Available Balance after processing, in our discretion we may use a Current (ledger) Balance after processing to determine whether there are sufficient funds in your account to pay an item or debit transaction and to assess Overdraft Fees. If your Current Balance on the day following our processing (instead of your Available Balance at the time of processing) is sufficient to pay and settle the transaction, we will waive the Overdraft Fee that otherwise would be assessed.

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 (debits or credits), that have not yet posted to your account, and excludes any preauthorized commitments to pay merchants or others that have not yet been posted to your account. For example, you have a \$100 Current Balance in your account and a pending debit card transaction of \$30. Your Current Balance remains \$100 because the pending \$30 transaction does not reduce your Current Balance until it posts to your account.

If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Commercial Processing Order Policy for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our Overdraft and Return Item Fees.

14. Processing Order. We will process credits, debits and items in accordance with our Commercial Processing Order Policy. Please read our Commercial Processing Order Policy, attached as a Disclosure, carefully. The processing order of credits, debits and items is important because if your Available Balance after processing lacks sufficient funds to pay for the debits and items in the order that they are processed, we may charge you Return Item Fees and/or Overdraft Fees.

15. Amendments and Alterations. You agree that the terms and conditions governing your account may be amended by us from time to time. If any change would adversely affect you, we will give you notice in advance as required by law, unless the change is necessary to comply with a legal requirement. We may direct you to your local Wesbanco banking center or <https://www.wesbanco.com/> for the content of any changes or the revised agreement unless the law requires a different method. If the law does not require a particular period of notice, you agree that five days advance notice before the change takes effect is reasonable. Your continued use of the account evidences your agreement to any amendments. Only one notice will be given in the case of joint account holders.

16. Notice. You are responsible for notifying us of any physical or electronic address change 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 a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last physical or electronic address supplied to us, or posting on the Bank's website.

17. Certified Beneficial Owner Information. If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information 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.

18. 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.

19. Closing Account. We may close the account at anytime, with or without cause, after sending you notice if advance notice is required by law. At our discretion, we have the authority to pay an otherwise properly payable item, which is presented after the closing of your account. Such 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.

20. Transfers and Assignments. You cannot assign or transfer any interest in your account unless we agree in writing.

21. Effective Applicable Laws and Regulations. You understand that this Agreement is governed by the laws of the State of West Virginia except to the extent that federal law is controlling and includes, but is not limited to, Article 4A of the Uniform Commercial Code. Changes in these laws and regulations may modify the terms and conditions of your account. 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 conflict with applicable law and are declared to be invalid or unenforceable, those terms will be ineffective to the extent of the conflict and the applicable law will govern. The remaining provisions will remain unaffected.

22. ACH and Wire Transfers. This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by 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.

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 of West Virginia.

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.

23. Checks. 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 endorsement must be placed so as to not go beyond an area located 1-1/2 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.

24. 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.

25. Substitute Checks. To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to 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 check(s). An electronic check can be used to create a substitute check since the electronic image and electronic information was derived from its paper form.

26. 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 enroll in Online Banking and 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."

27. 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 it, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

28. Stale or Postdated Checks. We reserve the right to pay or dishonor a check more than 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 to you for paying any stale or postdated check, and you agree to reimburse us for any loss we might suffer as long as we acted in good faith or exercised ordinary care. Any damages that you incur, and which we may be liable for, are limited to actual damages not to exceed the amount of the check.

29. 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 or other item from you.

30. Check Safekeeping. If you can write checks on your account and utilize check safekeeping 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. 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. When you request a copy of a check it may be subject to a fee as defined in the Fee Schedule.

31. Stop Payments.

Stop Payments on Checks. If you request us to stop payment on a check you have written, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, unless our policy provides otherwise, we reserve the right to cancel the request. Your stop payment request must describe the check or account with reasonable certainty, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect until the earlier of 1) six months or other time period not less than six months as specified in the Stop Payment Order, or 2) until we receive written revocation of the stop payment. If the check on which a Stop Payment Order has been placed has not yet 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. Our acceptance of a stop payment request does not constitute a representation by us that the check has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop payment request on lost or stolen checks, whether a single check or series, unless our policy requires we open a new account for you to ensure

your security. Written communication includes communication by electronic record.

Stop Payments 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 or future 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 debit entry. Requests to stop all future payments on an ACH debit transfer may require additional documentation to be supplied to us. Oral stop payment orders are binding on us for 14 calendar days only, unless our policy provides otherwise, 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, 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, or 3) six months from the date of the Stop Payment Order, or other time period not less than six months as specified in 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 or future 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). Written communication includes communication by electronic record.

The Stop Payment Order shall be governed by the provisions of Article 4A of the Uniform Commercial Code as adopted by the State of West Virginia, the Electronic Fund Transfer Act (Regulation E), Nacha Operating Rules, and any applicable state law. You may be charged a fee every time you request a Stop Payment Order and for each Stop Payment Order renewal you make. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request.

32. 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. 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. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us with reasonable promptness, you will have no claim against us to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise reasonable 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.

33. Electronic Statements and Notices. You may have the option to have statements and notices regarding this account provided to you in an electronic form, to a designated e-mail address, upon your authorization. The authorization may be withdrawn at any time to return to a mailed paper form by providing written notice to us at the address provided. The fees for receiving in either form, and for receiving paper copies, are described in your account opening documents. In order to receive your account information in an electronic form, the receiving system may have to meet specific requirements. We will keep you informed of any change to the minimum hardware or software requirements.

34. 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.

35. Your Waiver of Notice. By signing the signature card/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.

36. 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 a 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 rights 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 A 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.

37. 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.

ACCOUNT SPECIFIC PROVISIONS. In addition to the General Rules, the following rules apply to specific types of accounts: **CHECKING AND NOW ACCOUNTS**

Checking Accounts. If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the account opening documents.

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

Withdrawal Notice Requirements. If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

MONEY MARKET AND SAVINGS ACCOUNTS

Withdrawals. We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

Transaction Limitations. Our policy allows us to restrict the number of transfers or withdrawals you can make on a Money Market Account and Savings Account, or we may allow you to make an unlimited number of transfers or withdrawals from these accounts.

Restrictions on Money Market and Savings Accounts. If we restrict the number of transfers or withdrawals you can make on these accounts, you understand that we will not allow more transfers or withdrawals than the maximum number specified in the account opening documents, and we may close your account, take away your ability to transfer funds, charge you a fee, or convert the account to a checking or other transaction account if the restriction is violated.

No Restrictions on Money Market and Savings Accounts. If we do not restrict the number of transfers or withdrawals you can make on these accounts, your account may still be subject to other transaction limitations. Please refer to the account opening documents to understand which transaction limitations, if any, apply to your account.

CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

Account Terms. The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and as indicated at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the APY.

Withdrawal Prior To Maturity. You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion.

Additional Deposits During The Term. No additional deposits will be allowed to this account during its term unless indicated at the time of account opening.

Early Withdrawal Penalty. We may assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date as indicated at account opening.

Renewal. Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.

Single Maturity. Single Maturity Certificates will not automatically renew at maturity. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.