

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

SCHEDULE 13D
Under the Securities Exchange Act of 1934
(Amendment No. 5)*

Finward Bancorp

(Name of Issuer)

Common Stock, no par value per share

(Title of Class of Securities)

31812F109

(CUSIP Number(s))

Benjamin J. Bochnowski
c/o Finward Bancorp
9204 Columbia Avenue
Munster, Indiana 46321
(219) 836-4400

(Name, Address and Telephone Number of Person
Authorized to Receive Notices and Communications)

November 22, 2024

(Date of Event which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§240.13d-1(e), 240.13d-1(f) or 240.13d-1(g), check the following box.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See §240.13d-7 for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

CUSIP No. **31812F109**

1.	Names of Reporting Persons. David A. Bochnowski	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions): PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: —
	8.	Shared Voting Power: 333,995⁽¹⁾
	9.	Sole Dispositive Power: 70,682⁽²⁾

	10.	Shared Dispositive Power: 263,313⁽³⁾
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 333,995	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 7.7%	
14.	Type of Reporting Person (See Instructions): IN	

- (1) Includes (i) 70,682 shares held in Mr. Bochnowski's individual retirement account and; (ii) 263,313 shares that are held jointly with Ann M. Bochnowski, Mr. Bochnowski's spouse. All shares under (i) through (ii) above are subject to the Voting Agreement described herein.
(2) Represents shares held in Mr. Bochnowski's individual retirement account.
(3) Reflects shares that are held jointly with Ann M. Bochnowski, Mr. Bochnowski's spouse.

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CUSIP No. **31812F109**

1.	Names of Reporting Persons. Ann M. Bochnowski	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions): PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: —
	8.	Shared Voting Power: 274,152⁽¹⁾
	9.	Sole Dispositive Power: 10,839⁽²⁾
	10.	Shared Dispositive Power: 263,313⁽³⁾
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 274,152	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 6.4%	
14.	Type of Reporting Person (See Instructions): IN	

- (1) Includes (i) 10,839 shares held in Mrs. Bochnowski's individual retirement account and (ii) 263,313 shares that are held jointly with David Bochnowski, Mrs. Bochnowski's spouse. All shares under (i) through (ii) above are subject to the Voting Agreement described herein.
(2) Reflects shares held in Mrs. Bochnowski's individual retirement account.
(3) Reflects shares that are held jointly with David Bochnowski, Mrs. Bochnowski's spouse.

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CUSIP No. **31812F109**

1.	Names of Reporting Persons. Benjamin J. Bochnowski	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions): PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: 27,932⁽¹⁾
	8.	Shared Voting Power: 372,695⁽²⁾
	9.	Sole Dispositive Power: 23,956⁽³⁾
	10.	Shared Dispositive Power: 2,300⁽⁴⁾
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 400,627	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 9.3%	
14.	Type of Reporting Person (See Instructions): IN	

- (1) Includes (i) 1,821 shares held by Mr. Bochnowski under the Finward Bancorp Employees' Savings and Profit Sharing Plan ("ESPP"); (ii) 1,120 shares held in Mr. Bochnowski's individual retirement account; (iii) 21,015 shares held by Mr. Bochnowski individually; and (iv) 3,976 shares of restricted stock, as to which Mr. Bochnowski has no dispositive power.
- (2) Includes (i) 2,300 shares held jointly with Mr. Bochnowski's spouse and (ii) 370,395 shares held by the other Reporting Persons over which Mr. Bochnowski has voting power pursuant to the Voting Agreement described herein.
- (3) Includes (i) 1,821 shares held by Mr. Bochnowski under the ESPP; (ii) 1,120 shares held in Mr. Bochnowski's individual retirement account; and (iii) 21,015 shares held by Mr. Bochnowski individually.
- (4) Reflects shares held jointly with Mr. Bochnowski's spouse.

CUSIP No. **31812F109**

1.	Names of Reporting Persons. Julia M. Kwait	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	

4.	Source of Funds (See Instructions): PF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>		
6.	Citizenship or Place of Organization: United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: —	
	8.	Shared Voting Power: 8,000⁽¹⁾	
	9.	Sole Dispositive Power: 8,000⁽¹⁾	
	10.	Shared Dispositive Power: —	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 8,000		
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>		
13.	Percent of Class Represented by Amount in Row (11): 0.2%		
14.	Type of Reporting Person (See Instructions): IN		

(1) All of such shares are subject to the Voting Agreement described herein.

CUSIP No. **31812F109**

1.	Names of Reporting Persons. John Mark Bochnowski		
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>		
3.	SEC Use Only		
4.	Source of Funds (See Instructions): PF		
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>		
6.	Citizenship or Place of Organization: United States		
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: —	
	8.	Shared Voting Power: 8,793⁽¹⁾	
	9.	Sole Dispositive Power: 8,793⁽¹⁾	
	10.	Shared Dispositive Power: —	
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 8,793		

12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>
13.	Percent of Class Represented by Amount in Row (11): 0.2%
14.	Type of Reporting Person (See Instructions): IN

(1) All of such shares are subject to the Voting Agreement described herein.

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CUSIP No. **31812F109**

1.	Names of Reporting Persons. I.R.S. Identification Nos. of above persons (entities only). James J. Bochnowski	
2.	Check the Appropriate Box if a Member of a Group (See Instructions): (a) <input checked="" type="checkbox"/> (b) <input type="checkbox"/>	
3.	SEC Use Only	
4.	Source of Funds (See Instructions): PF	
5.	Check if Disclosure of Legal Proceedings Is Required Pursuant to Items 2(d) or 2(e): <input type="checkbox"/>	
6.	Citizenship or Place of Organization: United States	
Number of Shares Beneficially Owned by Each Reporting Person With	7.	Sole Voting Power: —
	8.	Shared Voting Power: 8,768⁽¹⁾
	9.	Sole Dispositive Power: 8,768⁽¹⁾
	10.	Shared Dispositive Power: —
11.	Aggregate Amount Beneficially Owned by Each Reporting Person: 8,768	
12.	Check if the Aggregate Amount in Row (11) Excludes Certain Shares (See Instructions): <input type="checkbox"/>	
13.	Percent of Class Represented by Amount in Row (11): 0.2%	
14.	Type of Reporting Person (See Instructions): IN	

(1) All of such shares are subject to the Voting Agreement described herein.

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This Amendment No. 5 to Schedule 13D amends that certain Schedule 13D, initially filed by David A. Bochnowski and Ann M. Bochnowski on February 14, 2007, as amended by Amendment No. 1 filed on March 20, 2008, Amendment No. 2 filed on January 21, 2011, the Amendment No. 3 filed on April 8, 2019, and Amendment No. 4 filed on February 23, 2023 (as amended, the “Schedule 13D”).

All items of the Schedule 13D are hereby amended and restated in their entirety to read as follows:

Item 1. Security and Issuer

This Schedule 13D relates to the Common Stock, without par value per share (the “Common Stock”) of Finward Bancorp (the “Issuer”), an Indiana corporation having its principal office at 9204 Columbia Avenue, Munster, Indiana 46321.

Item 2. Identity and Background

(a)-(c) The names of the persons filing this Schedule 13D (each a “Reporting Person,” and collectively the “Reporting Persons” or the “Bochnowski Family”), their residence or business address and current principal occupation or employment, if any, is as follows:

Name	Residence or Business Address	Principal Occupation
David A. Bochnowski	P.O. Box 3117 Munster, IN 46321	—
Ann M. Bochnowski	P.O. Box 3117 Munster, IN 46321	—
Benjamin J. Bochnowski	c/o Finward Bancorp 9204 Columbia Avenue Munster, Indiana 46321	CEO and President of the Issuer; CEO of the Issuer’s wholly-owned subsidiary, Peoples Bank (the “ <u>Bank</u> ”); member of Issuer’s board of directors.
Julia M. Kwait	P.O. Box 3117 Munster, IN 46321	Attorney
John Mark Bochnowski	P.O. Box 3117 Munster, IN 46321	Musician
James J. Bochnowski	P.O. Box 3117 Munster, IN 46321	Marketing

As a result of the entry into the voting agreement as described below, the Reporting Persons may be deemed to have formed a “group” for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended (the “Act”); however, each of the Reporting Persons disclaims beneficial ownership of the securities directly held by any other Reporting Person for purposes of Sections 13(d) or 13(g) of the Act except to the extent such Reporting Person actually exercises voting or dispositive power with respect to such securities, and the inclusion of such persons in this Schedule 13D shall not be construed as an admission that such persons are, for the purposes of Sections 13(d) or 13(g) of the Act, the beneficial owner of any of the securities held by such other Reporting Person.

(d)-(e) During the last five years, none of the Reporting Persons has been convicted in a criminal proceeding (excluding traffic violations and similar misdemeanors) or has been a party to a civil proceeding of a judicial or administrative body of competent jurisdiction which resulted in a judgment, decree or final order (i) enjoining future violations of, or prohibiting or mandating activities subject to, federal or state securities laws or (ii) finding a violation with respect to such laws.

(f) Each of the Reporting Persons are US citizens.

Item 3. Source and Amount of Funds or Other Consideration

The Common Stock held by each of the Reporting Persons was acquired using personal funds or as a result of gifts. David A. Bochnowski and Benjamin J. Bochnowski also received stock grants from the Issuer as a part of incentive-based compensation over the course of many years.

Item 4. Purpose of Transaction

The Common Stock held by each of the Reporting Persons was acquired for investment purposes based on the Reporting Persons’ respective beliefs that the shares represented an attractive and generational investment opportunity. The Reporting Persons acquired the Common Stock over the course of several decades, with initial purchases by David and Ann Bochnowski dating back to the Bank’s conversion to a stock corporation in 1984. The Bochnowski Family has had an interest in the Issuer since the Bank’s founding in 1910 by John Michael Bochnowski. Four generations of the family have served in management and director roles, and have continuously had board and management representation since the Bank’s stock conversion in 1984. The Bochnowski Family intends to maintain that representation, and to act in the best interests of the Bank’s shareholders, customers, employees, and the communities that it serves.

No Reporting Person has any present plan or proposal that would relate to or result in any of the matters set forth in subparagraphs (a)-(j) of Item 4 of Schedule 13D except as set forth herein or such as would occur in connection with any of the actions set forth in the following paragraphs.

Voting Agreement

Effective November 21, 2024, the Reporting Persons entered into the Bochnowski Family Voting Agreement (the “Voting Agreement”) in order to consolidate and unify the voting power represented by the Common Stock each Reporting Person beneficially owns. Pursuant to the Voting Agreement, each Reporting Person agreed, individually and in their respective capacities as custodians or trustees of certain family trusts, to vote the Common Stock each holds or has voting control in accordance with the determination of Benjamin J. Bochnowski (the “Proxy”). To secure each Reporting Person’s obligation to vote in accordance with the Proxy’s direction, each Reporting Person provided an irrevocable proxy to the Proxy to vote their Common Stock.

Under the Voting Agreement, each Reporting Person also agreed to restrictions on transferring, directly or indirectly, the voting power of the Common Stock each holds. Any sale or other transfer of Common Stock held by a Reporting Person is subject to rights of first refusal by the other Reporting Persons party to the Voting Agreement, except with respect to transfers to family members and family trusts, provided that such family member or family trust transferee agrees to become party to the Voting Agreement.

From time to time, the Reporting Persons may engage in discussions with representatives of the Issuer concerning the Reporting Persons’ investment in the Issuer. The Reporting Persons also may engage in discussions with representatives of the Issuer or other shareholders of the Issuer on matters of mutual interest, which may include discussions regarding the business and strategic direction of the Issuer.

The Reporting Persons may formulate plans or proposals regarding the Issuer or its securities to the extent deemed advisable by the Reporting Persons in light of their general investment policies, market conditions and valuations, subsequent developments affecting the Issuer, the general business and prospects of the Issuer, and other factors.

The Reporting Persons intend to continuously review their investment in the Issuer and intend to take any and all actions that they deem appropriate with respect to the performance of their investment. Depending on various factors including, without limitation, the general business and prospects of the Issuer, the Issuer’s financial position, market conditions, conditions in the securities markets and general economic and industry conditions, such actions may include, without limitation, engaging in discussions with stockholders of the Issuer and others about the Issuer and the Reporting Persons’ investment; making, alone or with others, proposals to the Issuer concerning changes to the

capitalization, ownership structure, board structure (including board composition), management or strategy; potential business combinations or dispositions involving the Issuer or its assets; proposals for improving the Issuer's financial and/or operational performance; purchasing additional shares of Common Stock or selling some or all of their Common Stock; or changing their intention with respect to any and all matters referred to in Item 4.

Item 5. Interest in Securities of the Issuer

(a)-(b) The responses of the Reporting Persons to Rows (7) through (11) of the cover pages of this Statement are incorporated herein by reference. The percent of class reported as beneficially owned on the cover pages of this Statement is based on 4,313,819 shares of Common Stock outstanding as of November 14, 2024 as reported by the Issuer in its Form 10-Q for the quarterly period ended September 30, 2024 filed on November 14, 2024 and is calculated in accordance with Rule 13d-3 under the Securities Exchange Act of 1934, as amended.

(c) None of the Reporting Persons has effected any transactions in the Common Stock during the past 60 days, except as follows:

Reporting Person	Transaction Date	Transaction	No. of Shares	Price per Share
Benjamin J. Bochnowski	10/31/2024	Purchase (reinvested dividend)	6,9843	\$ 31.28

(d) No person other than the Reporting Persons is known to have the right to receive, or the power to direct the receipt of dividends from, or proceeds from the sale of, Common Stock.

(e) Not applicable.

Item 6. Contracts, Arrangements, Understandings or Relationships with Respect to Securities of the Issuer

The information included in Item 4 is incorporated by reference herein.

Item 7. Material to Be Filed as Exhibits

Exhibit	Description
99.1	Bochnowski Family Voting Agreement, dated as of November 21, 2024, among the Reporting Persons.
99.2	Joint Filing Agreement dated as of November 22, 2024 among the Reporting Persons.

SIGNATURE

After reasonable inquiry and to the best of my knowledge and belief, I certify that the information set forth in this statement is true, complete and correct.

November 22, 2024

/s/ David A. Bochnowski
Name: David A. Bochnowski

/s/ Ann M. Bochnowski
Name: Ann M. Bochnowski

/s/ Benjamin J. Bochnowski
Name: Benjamin J. Bochnowski

/s/ Julia M. Kwait
Name: Julia M. Kwait

/s/ John M. Bochnowski
Name: John M. Bochnowski

/s/ James J. Bochnowski
Name: James J. Bochnowski

BOCHNOWSKI FAMILY VOTING AGREEMENT

Bochnowski Family Voting Agreement (as amended from time to time, the “Agreement”) dated as of November 21, 2024, by and among each of the signatories hereto and each Person who may become a party to this Agreement in accordance with Section 10.3 hereof.

WITNESSETH:

WHEREAS, each of the Stockholders listed on Schedule A hereto is, as of the date hereof the record or beneficial owner of Common Stock (the “Shares”) of Finward Bancorp, an Indiana corporation (the “Company”), in the amounts set forth next to such Stockholder’s name on such schedule;

WHEREAS, each of the Stockholders, including in their capacities as custodians over family accounts or as trustees of certain family trusts identified on Schedule A (collectively the “Family Trusts”) believes that it is in the best long-term interests of the Stockholders and the beneficiaries of the Family Trusts to consolidate and unify the voting power represented by the Shares; and

WHEREAS, certain capitalized terms used herein are defined in Section 11.

NOW THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein, the Stockholders agree as follows:

Section 1. Voting Arrangements.

1.1 On any matter on which any Shares are entitled to vote, each Stockholder agrees that all Shares that such Stockholder can vote or over which such Stockholder has voting control shall be voted in accordance with the determination of Benjamin J. Bochnowski, or in the event of his death or Incapacity, David A. Bochnowski, or, in the event of the death or Incapacity of David A. Bochnowski, Ann M. Bochnowski.

1.2 In order to secure each Stockholder’s obligation to vote such Stockholder’s Shares in accordance with the provisions of Section 1.1, each Stockholder hereby appoints Benjamin J. Bochnowski or, in the event of his resignation, death or Incapacity, David A. Bochnowski, or, in the event of David A. Bochnowski’s resignation, death or Incapacity, Ann M. Bochnowski (such person, the “Proxy”) as such Stockholder’s true and lawful proxy and attorney-in-fact, with full power of substitution, to vote all of such Stockholder’s Shares as provided for in Section 1.1. The proxies and powers granted by each Stockholder pursuant to this Section 1.2 are coupled with an interest and are given to secure the performance of the obligations under this Agreement. Such proxies and powers will be irrevocable until the termination of this Agreement and will survive the death or Incapacity of each such Stockholder who is an individual and the existence of each such Stockholder that is a trust or other entity.

1.3 Any Proxy acting hereunder may resign at any time and for any reason by a written notice delivered to all Stockholders parties to this Agreement.

1.4 In the event that there shall be no Proxy or in the event that, for any reason, Section 1.2 shall be deemed invalid or the Proxy is unable to vote all or a portion of the Shares, each Stockholder agrees that he, she or it shall take all necessary or desirable actions within such respective Stockholder’s control (including in such Stockholder’s capacity as a stockholder, custodian, trustee or otherwise, and including, without limitation, attendance at meetings in person or by proxy for purposes of obtaining a quorum and/or execution of written consents in lieu of meetings) to vote all such Shares that may be voted on any matter as directed by the Proxy in accordance with the provisions of Section 1.1. In such event, each Stockholder shall promptly send written notice advising that the Shares within such Stockholder’s control have been voted, and, in the case of any action taken by written consent, shall promptly furnish a copy of the signed consent, to each other Stockholder party to this Agreement.

Section 2. Transfers and Sales.

2.1 Power of Transfer and Sale. Except as otherwise provided in this Section 2, and subject to the provisions of Section 2.3 and 2.4 below as well as applicable federal or state securities laws and any applicable provisions of the Company’s insider trading policy in effect from time to time (including any applicable trading window restrictions or pre-clearance procedures), each Stockholder shall continue to have the unencumbered right, with respect to all or a portion of the Shares owned by such Stockholder, to sell, transfer, assign, pledge, encumber, convert or otherwise dispose of, including in the case of any individual Stockholder who may become a signatory hereto, in connection with the death of such Stockholder, any such Shares (“Transfer”). Each Stockholder agrees to provide written notice of any voluntary or involuntary Transfer to the Proxy not less than two (2) Business Days following such Transfer.

2.2 Restrictions on Transferring Voting Power. Notwithstanding Section 2.1 above, no Stockholder shall enter into any transaction or arrangement that would have the effect, directly or indirectly, of restricting or assigning all or a portion of such Stockholder’s power to vote such Stockholder’s Shares while such Stockholder retains the economic consequences of ownership of such Shares.

2.3 Sales; Right of First Refusal.

(a) In the event a Stockholder (the “Seller”) proposes to Transfer any Shares (the “Sale Shares”) owned by such Stockholder to a Person other than a Family Transferee, such Seller must first provide notice (the “Sale Notice”) to the other Stockholders (the “Sale Offerees”), each of whom shall have the right, exercisable within five (5) Business Days after receipt of the Sale Notice, to purchase the Sale Shares owned by the Seller for a price per Share equal to the Fair Market Value of the Sale Shares as of the date such Notice is sent or, if lower, at the price stated in the Sale Notice.

(b) If the Sale Offerees have not elected to purchase all the Sale Shares within the applicable election period, each Sale Offeree that elected to purchase Sale Shares shall be provided an additional five (5) Business Days, after the expiration of such election period, to elect to purchase the remaining Sale Shares. If the offer to sell the Sale Shares is oversubscribed at the expiration of any election period, such Sale Shares will be allocated on a *pro rata* basis among the Sale Offerees based on the number of Sale Shares that each has elected to purchase.

(c) Any deadlines stated herein notwithstanding, no election period shall expire during any period when a trading “window” is closed under the applicable insider trading policy of the Company.

(d) Subject to Section 2.3(e), the closing of the sale to the Sale Offerees will be held as soon as practicable after the expiration of all of the applicable election periods under Section 2.3(a) and (b) and, in any event, no later than five (5) Business Days after such expiration (the “Closing Date”). Contemporaneously with such closing, the Seller will deliver a certificate or certificates representing ownership of the Sale Shares, properly endorsed for transfer and with all necessary transfer or

documentary stamps, if any, affixed or if the Sale Shares are not certificated, the Seller will cause such Shares to be transferred by book-entry transfer or other similar means, and in each case against receipt from each purchasing Sale Offeree of the Sale Price or allocable portion thereof in cash or by certified or bank cashier's check or wire or interbank transfer of funds.

(e) The obligation of a Seller and a purchasing Sale Offeree to proceed with the closing on the Closing Date and the obligation to consummate a sale prior to the Sale Expiration Date (as defined below) will be conditioned upon, and the Closing Date or the Sale Expiration Date, as applicable, will be extended to a date which is five (5) Business Days following, the receipt of all governmental and regulatory consents, approvals or waivers that may be required in connection with the purchase and sale of the Sale Shares and which date occurs during an open "window" under the insider trading policy of the Company. The Seller and each of the purchasing Sale Offerees will use all reasonable efforts to promptly make all filings, give all notices and secure all consents, approvals and waivers that may be required in connection with the purchase and sale of the Sale Shares.

(f) Each Seller will have the right beginning with the expiration of the last election period under Section 2.3(a) and (b) and continuing until 90 days thereafter or, if later, the last date for the closing of such purchase under Section 2.3(d) or Section 2.3(e) (such later date being the "Sale Expiration Date") as applicable, to sell all Sale Shares that the Sale Offerees do not elect to purchase at a price equal to or greater than that in the Sale Notice except to the extent such Shares are sold in a market transaction, subject to compliance with any applicable insider trading policy of the Company. If such Sale Shares are not sold prior to the Sale Expiration Date, all rights to sell such Sale Shares pursuant to such Sale, without making another offer to the Sale Offerees pursuant to this Section 2.3, will terminate and the provisions of this Section 2.3 will continue to apply to any proposed Sale in the future.

2.4 Transfers and Sales to Family Transferees and Affiliates. Notwithstanding Section 2.1 above, each Stockholder shall require any Family Transferee or Affiliate to whom such Stockholder Transfers Shares, including without limitation through bona fide gifts or through the establishment of Family Trusts or custodial accounts, to become a party to this Agreement as a Stockholder as a condition to effecting any such Transfer. In the event of a proposed Transfer to a Family Transferee or Affiliate, the transferring Stockholder shall provide written notice to the Proxy within two (2) Business Days of such Transfer, which shall include such Family Transferee's agreement to be bound by the terms and conditions of this Agreement.

2.5 Other Transfers. Any Transfer or attempted Transfer of Shares in violation of this Section 2 shall be void.

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Section 3. Liability; Indemnification.

3.1 No party hereto at any time acting under this Agreement shall be liable for any loss, liability, expense or damage to any other party hereto or beneficiaries of the Family Trusts occasioned by such party's acts or omissions in good faith in carrying out his or her duties under this Agreement (including acts or omissions in reliance on advice of counsel), and in any event a party hereto shall be liable only for his or her bad faith or gross negligence, but not for honest errors of judgment.

Section 4. Amendment.

4.1 The provisions of this Agreement may be amended by a Supermajority Vote.

Section 5. Termination.

5.1 Unless sooner terminated by a written instrument signed by the Stockholders, acting by Supermajority Vote, this Agreement shall terminate upon the earlier of (i) the number of Stockholders governed by this Agreement ceasing to be at least two in number; (ii) the aggregate number of Shares subject to this Agreement ceasing to constitute at least 5.0% of the total voting power of the aggregate number of outstanding shares of Common Stock (including unvested restricted stock); or (iii) a Change in Control of the Company.

Section 6. Enforceability, Remedies.

6.1 The Shares governed by this Agreement represent a significant portion of the voting control of the Company. For this reason, among others, the parties hereto and the beneficiaries of the Family Trusts will be irreparably damaged in the event that this Agreement is not specifically enforced. Should any dispute arise as to any vote of any such Shares or any other action under this Agreement, an injunction may be issued restraining any such vote or other action pending the determination of such controversy, and in the event a party hereto fails to comply with its obligations hereunder, such party's obligations shall be enforceable in a court of equity by a decree of specific performance. Such remedies shall, however, be cumulative and not exclusive and shall be in addition to any other remedy any of the parties hereto may have.

Section 7. Jurisdiction and Venue.

7.1 Each party to this Agreement hereby agrees that any action, suit or proceeding arising out of or relating to this Agreement will be commenced in the United States District Court for the Northern District of the State of Indiana or in any court of the State of Indiana. Each party to this Agreement hereby irrevocably consents to the jurisdiction and venue of the United States District Court for the Northern District of the State of Indiana and of any court of the State of Indiana.

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Section 8. Endorsement of Share Certificates; SEC Reporting

8.1 As soon as possible after the execution of this Agreement or upon later acquisition of additional Common Stock, each Stockholder shall endorse on the face of any certificates representing the Common Stock then owned or thereafter acquired by such Stockholder a legend reading substantially as follows:

"The voting of the shares represented by this Certificate is restricted by, and subject to the terms and conditions of, the Bochnowski Family Voting Agreement, dated as of November 21, 2024, as it may be amended, a copy of which will be furnished without charge to the holder of such shares upon written request."

In the case of any Shares held in book entry form, the Stockholder shall advise the Company's transfer agent to record in its records the fact that the voting of the Shares is subject to this Agreement.

8.2 Each Stockholder acknowledges that this Agreement may result in the Stockholders being deemed to have formed a "group" for purposes of Section 13(d) of the Securities Exchange Act of 1934, as amended, with respect to their beneficial ownership of the Shares. Each Stockholder agrees to promptly provide such information and execute such documents as may be necessary or reasonably requested by the Proxy, including customary powers of attorney, to prepare and jointly file with the Securities and Exchange Commission on behalf of the Stockholders a beneficial ownership report on Schedule 13D or, if permitted by applicable rules, Schedule 13G, reflecting each Stockholder's respective beneficial ownership of the Shares, as well as in connection with any amendments to such filing as may be necessary or advisable from time to time as

determined by the Proxy.

Section 9. Notices.

9.1 Any notice required or desired to be delivered hereunder shall be (i) in writing, (ii) delivered by personal delivery, sent by commercial delivery service or certified mail, return receipt requested, or by facsimile or electronic mail, (iii) deemed to have been given on the date of personal delivery, the date set forth in the records of the delivery service or return receipt, or in the case of facsimile or electronic mail, upon dispatch, and (iv) addressed as designated on Schedule B hereto (or to such other address as the party entitled to notice shall hereafter designate in accordance with the terms hereof).

Section 10. Construction.

10.1 All of the provisions of this Agreement shall apply to all Shares now owned or hereafter acquired by the Stockholders. Unless expressly so provided herein, nothing hereunder shall be deemed to constitute any Person a third-party beneficiary of this Agreement.

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10.2 This Agreement shall be construed and interpreted in accordance with and governed by the laws of the State of Indiana, without regard to the conflict of laws provisions of such laws.

10.3 This Agreement shall be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns. Without limiting the generality of the preceding sentence, this Agreement shall be binding on (i) any successor Stockholder, (ii) any successor trustee to any of the Trustees party hereto as of the date hereof and (iii) any Person that hereafter acquires any Shares subject to a condition that such Person shall agree in writing to be bound by the terms and conditions of this Agreement, upon such Person's acceptance of that condition.

10.4 Any party to this Agreement shall cease to be a party to this Agreement as of the time at which such party no longer holds any Shares.

10.5 This Agreement may be executed and delivered (including by means of facsimile or scanned pdf image) in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 11. Definitions.

11.1 Defined Terms. When used in this Agreement, the following terms shall have the meanings set forth below:

“Affiliate” with respect to any Stockholder shall mean a person or entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such Stockholder.

“Agreement” has the meaning set forth in the preamble hereto.

“Business Combination” has the meaning set forth in the definition of “Change in Control”.

“Business Day” means any day of the year other than a Saturday, Sunday or any other day on which commercial banks in New York, New York are authorized or required by law to be closed.

“Change in Control” means the first to occur of:

(A) any “person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934, as amended), other than (i) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or a subsidiary of the Company, or (ii) a corporation owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of stock of the Company, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under said Act), directly or indirectly, of securities of the Company representing more than 50% of both (x) the total voting power of the then outstanding shares of capital stock of the Company entitled to vote generally in the election of directors (the “Voting Stock”) and (y) the fair market value of the outstanding shares of capital stock of the Company (“Economic Stock”);

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(B) consummation of a reorganization, merger or consolidation, the sale or other disposition of all or substantially all of the assets of the Company (in each such case, a “Business Combination”), unless all or substantially all of the individuals and entities who were the beneficial owners, respectively, of both the Voting Stock and the Economic Stock immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of either (x) the total voting power represented by the voting securities entitled to vote generally in the election of directors of the corporation resulting from the Business Combination or (y) the total fair market value represented by all the voting and nonvoting equity securities of the corporation resulting from the Business Combination (in each such case including, without limitation, an entity which as a result of the Business Combination owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to the Business Combination, of the Voting Stock and Economic Stock (combined) of the Company; or

(C) the stockholders of the Company approve a plan of complete liquidation or dissolution of the Company.

“Closing Date” has the meaning set forth in Section 2.3.

“Common Stock” means the common stock, no par value, of the Company.

“Company” has the meaning set forth in the preamble hereto.

“Economic Stock” has the meaning set forth in the definition of “Change in Control”.

“Fair Market Value” shall be the mean between the highest and lowest quoted selling prices of the Common Stock on the principal market or exchange on which the Shares are then listed or quoted for trading on the relevant date. If there were no sales on the relevant date, the fair market value shall be determined by taking a weighted average of the means between the highest and lowest quoted selling prices of the Common Stock on the nearest 5-business days prior to the relevant date.

“Family Transferee” means, with respect to any Stockholder, (i) any child, stepchild, grandchild, parent, stepparent, grandparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law or sister-in-law of such Stockholder, and shall include adoptive relationships, or any custodial arrangement or trust for the benefit of one or more of such persons, or (ii) any partnership, limited liability company, corporation or other legal entity all of whose partners, members or equity holders are persons described in (i) above.

“Family Trust” has the meaning set forth in the preamble hereto but shall also be read to include any trust for the benefit of any spouse, descendant, sibling or descendant of a sibling of any Stockholder that shall hereinafter become a party to this Agreement.

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“Incapacity” means, with respect to an individual, that his or her ability to receive and evaluate information effectively or to communicate decisions, or both, is impaired to such an extent that the individual permanently lacks the capacity to manage his or her financial resources, as determined by certification of one licensed physician who is treating such individual for the condition giving rise to the incapacity. Each Stockholder specifically authorizes such a determination to be made by his or her physician.

“Person” means an individual, a partnership, a limited partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, any other business entity or a governmental body.

“Proxy” has the meaning set forth in Section 1.2.

“Sale Expiration Date” has the meaning set forth in Section 2.3.

“Sale Notice” has the meaning set forth in Section 2.3.

“Sale Offerees” has the meaning set forth in Section 2.3.

“Sale Shares” has the meaning set forth in Section 2.3.

“Seller” has the meaning set forth in Section 2.3.

“Shares” means shares of Common Stock subject to this Agreement.

“Stockholder” means (i) each holder of Common Stock listed on Schedule A annexed hereto and (ii) each Person that acquires Common Stock after the date hereof, in accordance with this Agreement or otherwise, who is a party to this Agreement or becomes a party to this Agreement in accordance with its terms.

“Supermajority Vote” means the affirmative vote of Stockholders holding at least sixty-seven percent (67%) of the Shares held by all Stockholders party to this Agreement.

“Transfer” has the meaning set forth in Section 2.1.

“Trustee” and “Trustees” means, with respect to each of the original trust signatories, the Trustees in office thereunder on the effective date of this Agreement and their successor in the office of Trustee and, with respect to any other trust that becomes a party to the Agreement, the trustees acting thereunder from time to time.

“Voting Stock” has the meaning set forth in the definition of “Change in Control”.

[SIGNATURE PAGES FOLLOW]

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IN WITNESS WHEREOF this Agreement has been executed by each of the parties hereto and shall be effective as of the date first above written.

/s/ David A. Bochnowski

David A. Bochnowski

/s/ Ann M. Bochnowski

Ann M. Bochnowski

/s/ Benjamin J. Bochnowski

Benjamin J. Bochnowski

/s/ Julia M. Kwait

Julia M. Kwait

/s/ John M. Bochnowski

John M. Bochnowski

/s/ James J. Bochnowski

James J. Bochnowski

Stockholder	Number of Shares With Power to Vote as of November 21, 2024	Manner In Which Held
David A. Bochnowski	70,682	Through IRA
	263,313	Jointly with spouse
Ann M. Bochnowski	10,839	Through IRA
	263,313	Jointly with spouse
Benjamin J. Bochnowski	21,015	Direct
	1,120	Through IRA
	2,300	Jointly with spouse
	1,821	Through ESPP
	3,976	Restricted Shares
Julia M. Kwait	8,000	Direct
John M. Bochnowski	8,793	Direct
James J. Bochnowski	8,768	Direct

SCHEDULE B

STOCKHOLDERS

David A. Bochnowski
P.O. Box 3117
Munster, IN 46321

Ann M. Bochnowski
P.O. Box 3117
Munster, IN 46321

Benjamin J. Bochnowski
P.O. Box 3117
Munster, IN 46321

Julia M. Kwait
P.O. Box 3117
Munster, IN 46321

John M. Bochnowski
P.O. Box 3117
Munster, IN 46321

James J. Bochnowski
P.O. Box 3117
Munster, IN 46321

JOINT FILING AGREEMENT

In accordance with Rule 13d-1(k) promulgated under the Securities Exchange Act of 1934, as amended, each of the undersigned does hereby consent and agree to the joint filing on behalf of each of them of a Statement on Schedule 13D and all amendments thereto with respect to the Common Stock of Finward Bancorp beneficially owned by each of them, and to the inclusion of this Joint Filing Agreement as an exhibit thereto.

November 22, 2024

/s/ David A. Bochnowski
Name: David A. Bochnowski

/s/ Ann M. Bochnowski
Name: Ann M. Bochnowski

/s/ Benjamin J. Bochnowski
Name: Benjamin J. Bochnowski

/s/ Julia M. Kwait
Name: Julia M. Kwait

/s/ John M. Bochnowski
Name: John M. Bochnowski

/s/ James J. Bochnowski
Name: James J. Bochnowski