

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
PRIVACY POLICY

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PART I – PRIVACY POLICY

What This Privacy Policy covers. Our concern for safekeeping your personal information goes far beyond this brochure. Our Privacy Policy covers the practices of all affiliates within the Old National family* - including our banking, insurance, investment and financial planning, asset management and trust service companies. It applies to all personally identifiable information about you that is obtained by Old National (“personal information”). At any time you decide to close your account or become an inactive customer, we will continue to adhere to the procedures described in this notice and any proper opt-out requests you make. This Privacy Policy also serves as our Privacy notice. This Privacy Policy contains important information about your choices in relation to certain information sharing and marketing offers within the Old National family of companies. You should be sure to review carefully the “Sharing Information Within Old National” section and your ability to opt out as set forth in this policy. This policy does not apply to business or commercial customers.

Recognition of a Customer’s Expectation of Privacy. You regard your personal information as yours, and so do we. Because we do not sell or share your information with third parties not associated with services or activities of Old National (except as allowed by law), there is no need for you to tell us not to share your personal information with non-affiliated third parties.

Collection, Retention and Use of Customer Information. We collect and use various types of information to service your accounts, save you time and money and better understand your needs. We collect personal information about you from the following sources:

- Information we receive from you on applications or other forms
- Information about your transactions with us, our affiliates or others
- Information we receive from a consumer reporting agency

Security Standards. We maintain physical, electronic, and procedural safeguards to protect the integrity and confidentiality of your information. Old National also limits access to your nonpublic personal information to those employees who need to know that information in order to provide products and services to you. All our employees are trained to understand and comply with these information principles.

Maintenance of Accurate Information. Old National has implemented internal controls and procedures designed to maintain accurate records concerning your personal information. Should you ever believe that our records contain inaccurate, incomplete, or non-current information about you, please notify us. We will respond to requests to correct the information in a timely manner.

Disclosure of Information to Nonaffiliated Third Parties. We do not disclose any nonpublic personal information about our customers or former customers to nonaffiliated third parties, except as permitted by law as described below.

Service Providers and Joint Marketing Agreements. We may disclose all of the information we collect, as described under the heading “Collection, Retention, and Use of Customer Information,” to companies that perform marketing or other services on our behalf or to other financial institutions with whom we have joint marketing agreements.

Beneficiaries of Trusts. Certain information, such as fiduciary information, is subject to more restrictive information sharing limitations than other types of information, both internally and externally. If you have questions regarding fiduciary information, please contact your Trust Relationship Manager.

Looking Out for Children. We recognize that protecting children’s identities and privacy is important. We comply with the practices established under the Children’s Online Privacy Protection Act. We do not knowingly market to or solicit information from children under 13 without parental consent.

Sharing as Required by Law. We may disclose information to nonaffiliated third parties as allowed by law. For example, this may include a disclosure in connection with a subpoena or similar legal process, a fraud investigation, recording of deeds or trust and mortgages in public records, an audit or examination, or the sale of your account to another financial institution. We may also share information:

- If you initiate a request for us to share information with an outside party

- If the information is provided to help complete a customer-initiated transaction

Sharing Information within Old National. The Old National family of companies consists of financial service providers and the number of companies may change from time to time. There are no nonfinancial companies, or other organizations within the Old National family of companies, with whom we share information. We share the personal information that we collect about you within the Old National family in order to:

- Provide customer service or account maintenance; or
- Tell you about other products or services offered by Old National that we believe you will find useful.

We may share information about our experiences or transactions with you or your account, such as account balance, payment history and services purchased, among our Old National family of companies. Additionally, unless you tell us not to as described below, we may also share other information about you not based on our transactions or experiences with you within our family of affiliates. This “non-experience information” includes information that is used, expected to be used, or collected for the purpose of establishing your eligibility for consumer credit, insurance and deposit accounts, including information:

- From your applications, such as your income, assets or marital status;
- From a credit report, such as your credit score or credit history;
- From sources used to verify representations made by you, such as open lines of credit or employment history.

Notice of Your Opportunity To Opt Out of Certain Information Sharing and Marketing Within the Old National Family of Companies. If you prefer that we not share non-experience information about you within the Old National family of companies, you may opt out; that is, you may direct us not to share this information by calling us toll-free at 1.800.731.2265, option 0, then option 2. Note: Your opt out decision in the above paragraph covers certain information about you that we might otherwise share with our corporate family. However, we may share other types of information about you as permitted by law.

You may also limit members of the Old National family of companies from marketing their products or services to you based on information that is shared with them by other Old National companies, such as your income, your account history with us, and your credit score, by calling us toll-free at 1.800.731.2265, option 0, then option 2. **Note:** Your opt out decision in the above paragraph does not apply in certain circumstances, such as if you currently do business with one of our affiliates or if you ask to receive information or offers from them.

Your decision to opt out will continue until it is revoked by you. If you have already notified us of your election to opt out, you do not need to contact us unless you choose to modify your previous directive. Your decision to opt out will continue until it is revoked by you. If you have already notified us of your election to opt out, you do not need to contact us unless you choose to modify your previous directive. For any accounts that you hold jointly with another person, each person may separately opt out and joint account holders may opt out for each other. If only one joint account holder opts out, we may share information about the other joint account holders.

Other Privacy Protections. You may have other privacy protections under some state laws. We will comply with applicable state laws as to information about you. For example, certain state laws may restrict the types of information we may disclose about you or require us to provide you with an additional notice.

We will not use or share personally identifiable medical information for any purpose other than the underwriting or administration of your insurance account, policy, or claim, unless otherwise required or permitted by law.

USA Patriot Act. To help the government fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify, and record information that identifies each person (including business entities) who opens an account. What this means for you: When you open an account, we will ask for your name, physical address, date of birth, tax payer identification number and other information that will allow us to identify you.

We may also ask to see your driver’s license or other identifying documents. We will let you know if additional information is required.

Keeping Up to Date with Our Privacy Policy. We will provide notice of our privacy policy annually, as long as you maintain an ongoing relationship with us. We reserve the right to change this policy at any time upon proper notice to you. You may view our policy and a current listing of our family of companies on our web site at oldnational.com or contact us for another copy.

***Old National Family of Companies.** The following is a list, as of December 31, 2008, of the Old National subsidiaries and affiliates to which this policy applies: Old National Bank, Old National Insurance, Old National Investments, Old National Trust Company, Old National Wealth Management, ONB Benefits Administration, LLC, ONB Finance Company, Inc., ONB Insurance Agency, Inc., ONB Insurance Group, Inc., American National Trust and Investment Management Co., Employee Plans, LLC, JWF Specialty Co., Regional Title Services, LLC

Protecting what’s yours. When you share your personal information with a financial partner, you expect that information to remain safe and secure. And well you should. After all, you own this information as surely as you own a home or the money in your bank account. Rest assured Old National understands this very well.

As your full-service financial partner, we want to inform you about our comprehensive Privacy Policy and how it protects you, every day.

PART II - DEPOSIT ACCOUNT AGREEMENT

1. AGREEMENT. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your”. The Financial Institution, Old National Bank, is referred to as “we”, “our”, and “us”. This Deposit Account Agreement contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term “Agreement” means this document and all disclosures included herein, the signature card, a rate and fee schedule (the “Schedule”), Truth in Savings disclosures, if applicable. Each of you signing the signature card for a deposit account acknowledges receipt of this Agreement, and agrees to the terms set forth in the Agreement, as amended from time to time. By using the your Account (as defined below) or authorizing others to your Account, you acknowledge that you have received and understand the terms of this Agreement and agree to the terms and conditions of this Agreement and of all of the agreements that also govern your account with us. You agree that we may waive, in our sole

discretion, any fee, charge, term, or condition set forth in this Agreement at the time the account is opened or subsequent thereto, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement.

2. DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive a Schedule with information for each Account, but this Agreement will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts and Account charges, and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and our reasonable attorney's fees and costs and expenses of collection, including but not limited to those incurred at trial and on any appeal. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you abused it.

3. FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree the fees and charges may be changed by us from time to time, without notice, and authorize us to charge your account for their payment whether or not each charge results in an overdraft of your account. Existing and future charges may be based upon the overall costs of providing account services and may or may not be based upon the direct cost or expense associated with providing the particular service involved. The charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. We will notify you of the changes, to the extent required by law.

4. DEPOSIT RULES. The following terms apply to deposits made to your Account: **(a) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed for you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for any loss incurred by us due to the delay in processing or returning the item for payment. **(b) Final Payment.** When you make a non-cash item (for example, checks) deposit to your Account, we give you a provisional (temporary) credit for that deposit. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any other fee we pay or incur. **(c) Direct Deposits.** If we offer direct deposit services for automatic pre-authorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or pre-authorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account as provided in (b) above. **(d) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies related to the availability of deposited funds. **(e) Substitute Checks.** You agree not to deposit any substitute check or similar item that you have created, or for which no financial institution has provided any substitute check warranties and indemnity. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item. You agree not to deposit any substitute check without our consent. **(f) Remotely Created Checks.** We reserve the right to charge any of your accounts in the event a warranty claim is made pursuant to subsection 229.34(d) of Regulation CC relating to a remotely created check that you present to us. **(g) Deposits by Mail/Night Depository.** If you make a deposit by mail, we have to receive it and have time to record it before it becomes effective. Items placed in one of our night depository boxes or similar boxes at our facilities are not considered received until we remove them. Until we receive them, you bear the risk that deposits will be lost, stolen or destroyed. **(h) Miscellaneous.** All deposits are also subject to "proof" by us. This means we reserve the right to review the cash, checks or other items deposited to confirm the amount of the deposit and that all checks and other items are properly payable. We reserve the right to correct errors we find, even if we gave you a receipt for the incorrect amount or already posted the incorrect amount to your Account. If the deposit needs to be collected from another institution, we must be paid before the credit becomes final. We reserve the right to refuse any item for deposit into your Account, even if we gave you a receipt for the item, for any reason or impose conditions on a deposit as we think appropriate. For example, we can send an item for "collection" instead of take it for deposit (an item sent for "collection" is sent to the drawee bank for collection and your account is not credited until the item has been paid, which may take several weeks). If your deposit is not made to one of our employees or if we decide to send for collection after you have left the premises, we will notify you.

5. WITHDRAWAL RULES. The following terms apply to withdrawals from your Account: **(a) Manner of Withdrawal.** You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day the transaction is processed by us. We may refuse to accept any check other than standard checks provided by us, or approved by us in advance. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, or in the Schedule, or by applicable law. **(b) Withdrawal Restrictions and Overdrafts.** We do not have to allow you to make a withdrawal from your Account if you do not have sufficient available funds in the Account to cover the full amount of the withdrawal. If there are available funds to cover some, but not all, of the withdrawals or other debits (such as charges) to your Account, we may post those withdrawals or other debits for which there are sufficient available funds in any order we may choose at our sole discretion. If there are insufficient available funds to cover some of the withdrawals or debits presented against your Account, such items will be handled in accordance with our overdraft procedures or in accordance with any other agreement you may have with us (such as an overdraft protection program.) Even if we choose to pay one or more

overdrafts, we are not obligated to cover any future overdrafts. We may determine the balance of your account in connection with determining whether payment of an item will create an overdraft at any time between the time we receive the item and the deadline for us to take action on the item. We are not required to determine your account balance more than one (1) time during this period. An NSF/overdraft item fee may be assessed on any item that will overdraw the available account balance, regardless of whether we pay or dishonor (return) the item. You agree, immediately upon notice from us, to deposit funds sufficient to cover any overdraft plus applicable fees, if required. We will not be liable for the dishonor of any item when the dishonor occurs because we setoff a debt against your account. We also may refuse to allow a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. **(c) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(d) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under "**STOP PAYMENT ORDERS**". You agree that we may return a postdated check to the presenter. **(e) Power of Attorney.** An owner or joint owner on a consumer Account can nominate an attorney-in-fact. The person executing a power of attorney will be referred to as the 'principal' and the person acting for the principal as the 'agent'. We may refuse to comply with a power of attorney for reasonable cause, or until we receive an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(f) Signatures.** You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of signature, you agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that no facsimile signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure (including reasonable attorney's fees) we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. If you use any form of facsimile signature device, you agree to deliver a sample to us if we request it. **(g) Pre-authorized drafts.** If you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your account initiated by the party to whom you gave the information is deemed authorized by you. **(h) Check Legends.** We may disregard information on any check or item other than the signature of the drawer, the identification of the drawee financial institution and payee, the amount, the endorsements, and any other information that appears on the MICR line. In addition, we are not responsible to take action on, or for failure to notify you of restrictive language placed on checks or other items, including but not limited to terms such as, "Void after 90 Days," "Paid in Full," "Two Signatures Required," "Void Over \$100" or similar statements. In accordance with reasonable banking standards, most checks and other items are processed through automated processing and, except in limited circumstances and in our discretion, most items are not individually examined. You agree that we act within reasonable banking standards by processing most checks and other items through automated processing systems. We may agree to adhere to extraneous legends if you notify us of such legends and we have agreed in writing to honor such legends. **(i) On Us Items.** You agree we may refuse to pay items drawn on your account and presented across the counter unless the presenter has an account with us. **(j) Authorized Signer.** An owner or joint owner on an Account can nominate an authorized signer who can hold all the same withdrawal and deposit rights as the authorizing owner, except the authorized signer will not be an owner.

6. SIGNATURE CARDS AND RESOLUTIONS; NO TWO SIGNOR ACCOUNTS. No Two Signor Accounts. We are entitled to rely upon and treat as genuine the names, titles and signatures shown on any Account signature cards delivered by you or your officers, employees or agents on your behalf, unless you notify us otherwise in writing. If we require you to deliver certified copies of resolutions or sign our depository resolutions to open an Account, we are entitled to rely upon such resolutions and certifications, without investigation by us, unless you or your authorized representative notify us in writing. You agree that we can pay checks drawn on your Account and made payable to any of your officers, partners, employees or agents and we may cash and pay such checks without inquiring about the authority of the payee or person who signed the check on your behalf. Subject to the statement review provisions contained in Section 15 below, if the signature cards or resolutions related to your account are unavailable for any reason, you agree that we can rely upon the titling contained in your most recent account statement for purposes of determining the ownership of the account. We do not offer accounts on which two signatures are required for a check or other withdrawal. Notwithstanding any provisions to the contrary on any signature card or other agreement you have with us, you agree that if any account purports to require two or more signers on items drawn on the account, such provision is solely for your internal control purposes and is not binding on us. If more than one person is authorized to write checks or draw items on your account, you agree that we can honor checks signed by any one authorized signer, even if there are two or more lines on the items for your signature and two signatures are required.

7. FIDUCIARY AND CUSTODIAL ACCOUNTS. Trust Accounts and custody Accounts are fiduciary Accounts in which funds are held by a trustee or custodian for the benefit of one or more beneficiaries. Any fiduciary named as a signer on a fiduciary account shall be solely responsible for acting in accordance with the terms of the applicable laws, will, court or

trust instrument establishing and covering the fiduciary relationship, and we are not responsible for examining, or insuring compliance with the provisions of any such law or instrument.

8. STALE CHECKS. We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you.

9. CHECKING ACCOUNTS. If your account is a checking account, the following terms may apply. No interest will be paid on any demand deposit checking account with us. If we offer NOW (interest bearing checking) accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations, business partnerships or other forms of business entity established in accordance with applicable law. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

10. STOP PAYMENT ORDERS. Subject to certain limitations, including the limitations set forth below, you may order us to stop payment on any check or other item payable for your Account whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six (6) months, but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in writing within that period. A stop payment order may be renewed for an additional six (6) months if renewed during the effective time period. We will require you to provide the date, the amount, and the number of the item, together with the name of the payee. If you do not provide us with all of the information set forth in this provision, or if you give us incorrect information, we will not be liable for failing to stop payment on the item. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order. You may not stop payment on an official, certified, cashier's, or teller's check issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Rules for stopping payment on other types of transfers of funds, such as consumer electronic funds transfers, are covered under Part V, Electronic Funds Transfer Agreement and Disclosures.

11. ASSIGNABILITY. The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

12. FINANCIAL INSTITUTION LIABILITY. You agree that if we do not properly complete a transaction according to the Agreement, we will not be liable in any event for losses or damages in excess of the amount of the transaction, and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claim. In no event will we be liable for consequential damages. In receiving items from you for withdrawal or deposit, we act only as your agent. You are responsible for the condition of a check or item when you issue it. If a check or item or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. We reserve the right to refuse any item for deposit or to reverse credit for any deposited items or to charge your Account for items should they become lost in the collection process.

13. RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff against any and all of your Accounts. In addition to this legal right, you give us and our affiliates the contractual right to, without demand or prior notice, apply all or part of the funds in your Accounts, including, unless expressly prohibited by applicable law, joint accounts, with us, against any debt any one or more of you owe us or our affiliates. This includes, for example, debts that now exist and debts that you may incur later, your obligations under a guaranty or endorsement, your obligations arising from overdrafts, attachments, garnishments, levies, attorney's fees and also includes all fees you owe us or our affiliates. If the debt arises from a note, the term "debt" means the total amount on which we would be entitled to demand payment after a default on a note. If the account is a joint or multiple-party account, each joint or multiple-party account holder authorizes us to exercise our right of setoff against any and all Accounts of each account holder. Our contractual right of setoff does not apply: (1) to an account that is an IRA or other tax-deferred retirement account; (2) to a health savings account; (3) to a debt that is created by a consumer credit transaction under a credit card plan; or (4) if our records demonstrate to our satisfaction that the right of withdrawal that a depositor/debtor has with us only arises in a representative capacity (for example, only as an authorized signer, attorney-in-fact or a fiduciary). We also have a right to place a hold on funds in your Accounts if we have a claim against you or pending exercise of our right of set-off. If we place a hold on your Account, you may not withdrawal funds from the Account and we can refuse to pay checks drawn on the Account.

14. DORMANT ACCOUNTS. If you have not made a withdrawal from, or deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. If your Account has a zero balance, we reserve the right to close it. Subject to applicable law, we will charge a dormant fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we considered dormant, subject to applicable law.

15. ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. We will not be liable for any error, any check that is altered or counterfeit, any signature that is forged or unauthorized transaction unless you notify us within thirty (30) calendar days after we mail the statement. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after we mail the statement. You also agree that we will not be responsible for: (i) unauthorized transaction resulting from a

forgery, counterfeit or alteration so clever that a reasonable person cannot detect it (for example, unauthorized checks made with your facsimile or other mechanical signature device or that look to an average person as if they contain an authorized signature); or (ii) as otherwise provided by law or regulation. You must also report any other Account problem within thirty (30) calendar days or lose your right to assert the problem against us. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within seven (7) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

16. WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer (if applicable) agreement and to comply with our security procedures and this section. We advise you that any receiving financial institution (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. **(a) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry. **(b) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

17. NOTICES. The following terms apply to notices relating to your Account. **(a) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time without notice to you. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(b) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

18. CLOSING YOUR ACCOUNT. We may close your Account at any time for any reason whatsoever and without notice to you, unless your account is receiving regular government payments by ACH. In which case we will contact you in writing 30 days prior to closing the account, unless we close the account at your request or for fraudulent activity. Further, for security reasons, we may require you to close your Account and to open a new account if: (a) there is a change in authorized signers; (b) there has been a forgery or fraud reported or committed involving your Account; (c) any Account checks are lost or stolen; (d) you have too many transfers from your Account; or (e) you violate any other provision of our Agreement with you. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. You agree to notify us of your intention to close your Account, and we hereby reserve the right to request the notice in writing. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks or other debit items. You agree to hold us harmless for refusing to honor any check drawn on a closed account.

19. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the State of Indiana. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

20. SYSTEMS AND SOFTWARE. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

21. ENFORCEMENT/WAIVER OF JURY TRIAL. In the event either party brings a legal action 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. YOU WAIVE ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED TO YOUR ACCOUNT OR TO ANY DOCUMENTS EXECUTED IN CONNECTION HERewith, AND 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. YOU HEREBY AGREE THAT ALL CLAIMS, CAUSES OF ACTION OR OTHER ADJUDICABLE RIGHTS ARISING, DIRECTLY OR INDIRECTLY OUT OF OR IN CONNECTION WITH THIS AGREEMENT, OR ANY OTHER AGREEMENT WITH US SHALL BE INSTITUTED AND LITIGATED ONLY IN A STATE COURT FOR THE STATE OF INDIANA LOCATED IN EVANSVILLE, INDIANA OR THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF INDIANA, EVANSVILLE DIVISION, LOCATED IN VANDERBURGH COUNTY, INDIANA AND CUSTOMER HEREBY CONSENTS TO JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN SUCH LOCATION.

22. MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings, your use of the Account may be restricted. We shall be entitled to act upon any legal process served upon us which we reasonably believe to be binding, with no liability to you for doing so. You also agree to be liable to us for fees for compliance with legal process, including by not limited to garnishments and levies, as are allowable by law in the state of origination of the

process. You understand that supervisory personnel may randomly monitor customer service telephone conversations and that customer service telephone conversations may be recorded to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow instructions that we believe might expose us to any claim, liability, or damages, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such loss, costs, or expenses from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming an interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner, or a third party causes us to engage a third party (including an attorney), whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any costs or expenses may also be made against your estate, heirs and legal representatives, who shall be liable for any claims made against and expenses incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

PART III - OVERDRAFT COURTESY POLICY

The Deposit Account Agreement controls the duties, obligations and rights of the Depositor, the Authorized Signatories and the Bank with regard to your checking account. The Deposit Account Agreement shall control any possible conflict, if any, between any provision of the Overdraft Courtesy Policy and the Deposit Account Agreement.

Pursuant to the Bank's commitment to always provide excellent customer service, if your consumer checking account (primarily used for personal and household purposes) has been open for at least 30 days the Bank will consider as a discretionary courtesy and not a right or obligation, approving your reasonable overdrafts when your account is in good standing, which includes at least:

- ⓐ Not being in default on any loan obligation to the Bank
- ⓑ Not being subject to any legal or administrative order or levy

This courtesy will generally be limited to a maximum of a \$200 overdraft (negative) balance for accounts open up to 90 days and \$1050 overdraft (negative) balance for accounts open over 90 days. (New Start Checking accounts are not eligible) Any and all bank fees and charges, including without limitation, the non-sufficient fund/overdraft item fees (as set forth in our fee schedules) will be included in this limit. An overdraft item fee applies to overdrafts created by check, in-person withdrawal or other electronic means. The total of the courtesy overdraft (negative) balance, including any and all bank fees and charges, including all non-sufficient fund/overdraft item fees, is due and payable upon demand, and Depositor and each Authorized Signatory will continue to be liable for such amounts, as described in the Deposit Account Agreement. Generally, the Bank may limit this courtesy to only one account per household. Again, approval of reasonable overdrafts by the Bank on consumer accounts in good standing (as described above) is only a courtesy, and not a right or obligation and is within the Bank's sole and absolute discretion, and can cease at any time without prior written notice or reason or cause.

If you prefer to opt out of overdraft courtesy you may do so by calling our Client Care Center at **1-800-731-2265**.

REGULATION CC FUNDS AVAILABILITY DISCLOSURE

YOUR ABILITY TO WITHDRAW FUNDS. Except as otherwise provided, our general policy is to make funds from your deposits available to you on the first business day after we receive your deposit. However, in general we may make the first \$100 of your total deposits of items drawn on another bank available to you on the business day of your deposit. The remainder of your deposits may be available on the next business day. Electronic direct deposits and cash deposits made in person, to one of our employees, will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different banking center locations. Our earliest cut-off hour is 1:00 p.m., CT. Our earliest ATM cut-off time is 12:00 noon. If you make a deposit before our cut-off time on a business day that we are open, we will consider that business day to be the day of your deposit. However, if you make a deposit after our cut-off time or on a day that is not a business day, we will consider the next business day we are open to be the day of your deposit.

Reservation of Right to Hold. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. In general, the first \$100 of your deposit, however, may be available on the day of your deposit. If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time that you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- ⓐ You deposit checks totaling more than \$5,000 on any one day.
- ⓑ You redeposit a check that has been returned unpaid.
- ⓒ You have overdrawn your account repeatedly in the last six months.
- ⓓ We believe a check you deposit will not be paid.
- ⓔ There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules For New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open: Funds from deposits of cash and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day we receive the deposit if the deposit meets certain conditions. For example, the checks must be payable to you and you may have to use a special deposit slip. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the 11th business day after the day of your deposit.

SUBSTITUTE CHECKS AND YOUR RIGHTS (For consumer accounts – primarily used for personal and household purposes).

(a) What is a substitute check? To make check processing faster, federal law permits banks 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 checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions. **(b) What are my rights regarding substitute checks?** In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account. **(c) How do I make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at **1-800-731-2265**, or write to us at **Old National, PO Box 3606, Evansville IN 47708**. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include –

- Ⓜ A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- Ⓜ An estimate of the amount of your loss;
- Ⓜ An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- Ⓜ A copy of the substitute check [and/or] the following information to help us identify the substitute check: account number, check number, date the check was written, dollar amount of the check.

PART V - ELECTRONIC FUNDS TRANSFERS

1. AGREEMENT. This Agreement and Disclosure is made in compliance with federal law regulating electronic funds transfer (EFT) services. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning the electronic funds transfers. In this Agreement, the words "you" and "your" mean those who sign as applicants or any authorized user(s). The words "we", "us" and "our" mean the Financial Institution.

2. ONB ATM CARD

Brief Description: (ATM) 24-HOUR AUTOMATED TELLER MACHINE

Types of Transfers: You may use the automated teller machine (ATM) card and personal identification number (PIN) issued to you to initiate transactions at ATMs of ours, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present you may use your card to (some of these services may not be available at all ATMs):

- Ⓜ Deposit funds to your checking account.
- Ⓜ Withdraw cash from your checking account.
- Ⓜ Deposit funds to your savings account.
- Ⓜ Withdraw cash from your savings account.
- Ⓜ Transfer funds between your checking and savings account.
- Ⓜ Obtain balance information on your deposit accounts.

- ⌚ Make loan payments from your deposit accounts.
- ⌚ Make loan payments by enclosing a check, money order, cash or savings withdrawal.

Limitations on Frequency and Amount:

- ⌚ For security purposes, there are limits on the frequency and amount of transfers you may make at ATMs.

3. NOTICE REGARDING ATM FEES BY OTHERS: In addition to an ATM foreign withdrawal fee charged by us, you may be charged a fee by the operator of the machine and/or by an automated transfer network if you use an automated teller machine that is not operated by us.

4. DIRECT DEPOSITS

Types of Pre-authorized Transfers: You may arrange for us to complete the following pre-authorized transfers to your deposit accounts:

- ⌚ Accept direct deposits from your employer or other financial institutions to your checking or savings account.
- ⌚ Accept direct deposits from the U.S. Treasury Department to your checking or savings account. Accept pension payments, annuity payments, dividend payments and similar regular payments.

5. PREAUTHORIZED DEBITS AND TRANSFERS

Brief Description: Pre-authorized transfers other than Direct Deposit.

Types of Pre-authorized Transfers: You may arrange for us to complete the following pre-authorized transfers to or from your deposit accounts:

- ⌚ Pay certain recurring bills from your checking or savings account.
- ⌚ Transfers initiated by telephone. Transfer funds for bill payment purposes through a Bill Payment Service provider you may contract with for the service.

Limitations on Frequency and Amount:

For Money Market Deposit accounts and Savings accounts, you may make unlimited withdrawals or transfers by mail, ATM or in person; you may make no more than six (6) transfers from your account each four (4) week or similar period to other accounts or third parties during each monthly statement period when these are by pre-authorized or automatic agreement or telephone transfers, and not more than 3 of the 6 transfers may be made by use of your ATM or Check Card or similar order payable to a third person. We reserve the right to prevent transfers which exceed the above limits or monitor these transactions after they occur. Where we observe that the number of transactions exceed the above limits, we will contact you for the corrective action. Where transactions continue to occur, or where the number of transactions show little attempt to stay within the limitations, we reserve the right to close your Money Market or Savings account or convert it to an account without transfer limitations.

6. POINT OF SALES (ONB DEBIT CARD)

Brief Description: Debit Card Types of Transactions: You may use the card and personal identification number (PIN) issued you to pay for purchases from merchants who have agreed to accept the card at point of sale (POS) terminals within the networks identified on your card and such other terminals as the Bank may designate from time to time. You may NOT use your card for illegal activity. Our processor can block transactions for illegal or potentially fraudulent uses such as Internet gambling.

Limitations on Frequency and Amount:

For security purposes, there are dollar limitations and restrictions on the number of purchases that can be made per calendar day.

7. ONLINE BANKING / TOUCHTONE BANKING

Types of Audio Response or Personal Computer Services: You may access your deposit accounts by using a separate personal identification number (PIN) or Code assigned to you and your account number in our audio response or PC banking system. At the present time you may use the system to:

- ⌚ Transfer funds between your deposit accounts.
- ⌚ Obtain balance information on your deposit accounts.
- ⌚ Verify the last date and amount of your payroll deposit.
- ⌚ Determine if a particular check has cleared your account.
- ⌚ Withdraw funds from one of your deposit accounts by check, made payable to you and mailed to you at your mailing address.
- ⌚ Other capabilities that we may offer or make available in the future.

Limitations on Frequency and Amount:

For security purposes, there may be limitations on the amount and frequency of transfers you can make. There is no limit on the amount of any transfer or withdrawal from the funds in your deposit accounts.

Fees and Charges for Personal Computer Transactions:

- ⌚ There is no charge for account inquiries or transfers.
- ⌚ There may be fees associated with bill payment services as contracted with third party providers.
- ⌚ There may be other fees associated with Personal Computer Banking services.

Security Procedure. We will provide various security procedures relating to the services hereunder, which may be amended or revised by us from time to time. You shall implement appropriate security measures to safeguard the internal control and confidentiality of forms, identification codes, and system-access numbers, which we may establish from time to time. You agree that all such forms, codes, formats, access methods, and numbers used are protected by reasonable security measures to prevent unauthorized use of the service, and will be kept secured and confidential by you. You shall notify us immediately, time being of the essence, upon discovery that security has been breached.

However, we shall have no liability to you for any unauthorized transfers of funds or other use of the services under this Agreement by reason of misuse of any form, format, code, or number, unless otherwise described in this Agreement.

8. INTERNATIONAL CARD TRANSACTIONS.

The exchange rate between the transaction currency and the billing currency used for processing international transactions is an exchange rate selected by Visa from the range of exchange rates available in wholesale currency markets for the applicable central processing date, which exchange rate may vary from the exchange rate Visa itself receives.

9. THE FOLLOWING LIMITATIONS MAY BE APPLICABLE TO YOUR ACCOUNTS, EXCEPT AS PROVIDED BY LAW:

Liability for Unauthorized VISA Point of Sale Debit Card Transactions. Tell us **AT ONCE** if you believe your Visa point of sale debit card has been lost or stolen or of any unauthorized transactions. Your liability for unauthorized use of your debit card with the Visa logo when it is used as a Visa point of sale debit card will not exceed Zero dollars (\$0.00) liability. We may require you to provide a written statement regarding claims of unauthorized Visa point of sale debit card transactions.

These provisions limiting your liability do not apply to Visa commercial cards or Visa PLUS ATM transactions; and apply only to cards issued in the United States. With respect to unauthorized transactions, these limits may be exceeded to the extent allowed under applicable law (see Liability for Unauthorized Transfers paragraph below) only if we determine that you were negligent or fraudulent in the handling of your account or point of sale debit card. The same consumer liability limits shall apply to Interlink Transactions. To notify us of lost or stolen cards, or of unauthorized transactions, call or write to us at the telephone number, postal address or electronic mail address set forth below. This will help prevent unauthorized access to your account and minimize any inconvenience.

VISA is a registered trademark of Visa International.

In addition to the limitations set forth above, the following limitations may be applicable to your accounts:

Liability for Unauthorized Transfers. Tell us **AT ONCE** if you believe your card, ATM PIN, or POS card or PIN, or Audio Response/Personal Computer PIN or Code has been lost or stolen, or if you believe an electronic transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two (2) business days, you can lose no more than \$50.00 if someone used your card or code without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.00. Also, if your statement shows transfers that you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove that we could have prevented the loss if you had notified us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If you believe your card or code has been lost or stolen, call or write us at the telephone number, postal address or electronic mail address set forth below. You should also call the number or write to the address listed below if you believe a transfer has been made using the information from your check without your permission.

Business Days. For purposes of these electronic funds transfer disclosures, our business days are Monday through Friday. Holidays are not included.

Documentation.

Periodic Statement. You will get a monthly account statement from us, unless there are no transactions in a particular month. In any case you will get a statement quarterly. You will get a quarterly statement from us on your savings account if this is the only account you maintain and the only possible electronic transfer to or from the account is a pre-authorized deposit.

Terminal Receipt. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or **purchase at a POS terminal.**

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at **1-800-731-2265** to find out whether or not the deposit has been made.

Electronic Check Conversion. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. You may authorize a merchant to use your check as a source of account information to initiate an electronic withdrawal from your account. The merchant uses the check information, along with the transaction amount, to initiate an ACH debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant's account. After the information is gathered from the check, the merchant should mark it void and return it to you. You should sign and receive a receipt documenting the transaction. A description of the transaction will appear on your monthly statement from us. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day you make your payment. Checks used in these types of transactions will not be returned with your statement. If you are a consumer and you authorize a merchant to use your check for this type of transaction, the transfer is governed by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Disclosure Agreement included in this document.

Re-presented Checks. A merchant may also represent a check returned for insufficient or uncollected funds electronically. The merchant must provide notice to you, before accepting your check, that your returned check may be collected electronically. Checks used in these types of transaction will not be returned with your statement. When a merchant re-

presents a check electronically, that transaction is not covered by the Electronic Funds Transfer Act. However, if the merchant charges you a fee as a result of the returned check and the fee is electronically debited from your account that transfer will be covered by the Electronic Funds Transfer Act and subject to the Electronic Funds Transfer Disclosure Agreement included in this document.

Our Liability for Failure to Make Transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will NOT be liable for instance:

- Ⓢ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- Ⓢ If the money in your account is subject to legal process or other claim restricting such transfer.
- Ⓢ If the transfer would go over the credit limit on your overdraft line.
- Ⓢ If the ATM where you are making the transfer does not have enough cash.
- Ⓢ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- Ⓢ If circumstances beyond our control (such as fire or flood) prevent the transaction, despite reasonable precautions that we have taken.
- Ⓢ There may be other exceptions stated in our agreement with you.

In Case of Errors or Questions About Your Electronic Transfers. Telephone us at **1-800-731-2265**, or write us at **One Main Street, Evansville, IN 47708** or e-mail us at eftservices@oldnational.com as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Ⓢ Tell us your name and account number (if any).
- Ⓢ Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Ⓢ Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If a notice of error involves an electronic fund transfer that occurred within thirty (30) days after the first deposit to the account was made, the applicable time periods for action shall be twenty (20) business days in place of ten (10) business days. If a notice of error involves an electronic funds transfer that was initiated in a foreign country, occurred within thirty (30) days after the first deposit to the account was made, or is a point of sale debit card transaction, the applicable time period for action shall be ninety (90) calendar days in place of forty five (45) calendar days. If a notice of error involves unauthorized use of your point of sale debit card with the Visa logo when it is used as a Visa point of sale debit card, we will provide provisional credit within five (5) business days after you notify us instead of within ten (10) or twenty (20) business days. We may withhold providing this accelerated provisional credit, to the extent allowed under applicable law, if the circumstances or account history warrants the delay.

Confidentiality. We will disclose information to third parties about your account or the transfers you make:

- Ⓢ To complete transfers as necessary;
- Ⓢ To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant; or
- Ⓢ To comply with government agency or court orders; or
- Ⓢ If you give us your written permission.

Personal Identification Number (PIN). The ATM PIN or POS PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or recorded on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN or POS PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the telephone number or the address specified in this Agreement. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Termination of ATM and POS Services. You agree that we may terminate this Agreement and your use of the ATM Card or POS services, if:

- Ⓢ You or any authorized user of your ATM PIN or POS card or PIN breach this or any other agreement with us;
- Ⓢ We have reason to believe that there has been an unauthorized use of your ATM PIN or POS card or PIN;
- Ⓢ We have reason to believe that your ATM PIN or POS card or PIN has been used for illegal activity;
- Ⓢ We notify you or any other party to your account that we have cancelled or will cancel this Agreement. You or any other party to your account can terminate this Agreement by notifying us in writing.

Termination of service will be effective the first business day following receipt of your written notice. Termination of this Agreement will not affect the rights and responsibilities of the parties under this Agreement for transactions initiated before termination.

Pre-authorized Electronic Funds Transfers.

Stop Payment Rights. If you have told us in advance to make regular electronic funds transfers out of your account(s), you can stop any of these payments. Here's how: Call us at **1-800-731-2265**, or write us at **Old National, One Main Street, Evansville, IN 47708**, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within fourteen (14) days after you call

Notice of Varying Amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

Liability for Failure to Stop Payment of Pre-authorized Transfers. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

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