

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE
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DEPOSIT ACCOUNT AGREEMENT

1. AGREEMENT. This Deposit Account Agreement (“Agreement”) contains the terms and conditions governing your deposit account(s) with us. In this Agreement, 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” or “Bank.” This Deposit Account Agreement contains the terms and conditions governing 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”), and Truth in Savings disclosures, if applicable. By using your Account (as defined below) or authorizing others to your Account, you acknowledge that you have received and understand the terms of this Agreement, as amended from time to time, and agree to the terms and conditions of this Agreement and of all of the agreements that also govern your Account(s) with us. This Agreement also refers to and includes other disclosures we may provide you, including without limitation: product information, rate information disclosures (if applicable), banking services and fee disclosures and other disclosures, agreements, and amendments that we may provide to you which may contain information on fees that apply to your Accounts. To the extent that there are any inconsistencies between this Agreement and any other agreement you may have with us, the terms and conditions of this Agreement shall control. 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 nor does such action 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. 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, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency for business purposes or if your use of the Account is unreasonable.

3. FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules that 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 to you, 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. By using your Account you agree to the fees and charges shown in the Schedules and any changes made from time to time to the fees and charges.

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 items (for example, checks) deposit to your Account, we give you a provisional (temporary) credit for that deposit, which may or may not be the amount of the 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. You agree not to deposit any substitute check without our written consent. If you do so, you agree to indemnify us for all losses we incur in connection with the substitute check or item.

(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 and are subject to the Regulation CC Funds Availability Policy. Until we receive the deposit, 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 reasonable. 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. As explained in greater detail below, 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 the withdrawals or other debits in any order we choose even if paying a particular debit results in an insufficient available balance in your Account to pay one or more debits that otherwise could have been paid. This may include posting the debits or charges by transaction groups and then in the order of the largest dollar amount item to the smallest dollar amount item (high to low posting). Further, 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. A nonsufficient/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) Posting of Items. Credits are deposits or transfers of money into your Account. Credits include, but are not limited to, cash or check deposits you make at the teller line, Automated Clearing House (“ACH”) credits such as automated payroll deposits, and online banking transfers you make from another Account. Debits are withdrawals or transfers of money out of your Account such as when you write a check, use your ATM or Debit (Check) Card to withdraw funds or make a purchase, or make online transfers out of your Account. Both debits and credits (collectively “items”) officially post to your Account during evening processing on Business Days we are open (Monday through Friday, excluding Holidays) and only after they have been received by us. The order in which items are paid (in other words, credited or debited from your Account) is known as the “posting order.” The posting order is important in those cases where there is not sufficient funds in your Account to pay all of the items that are presented for payment on a given Business Day. The posting order will determine which items will be paid, which items may be returned for insufficient funds, and which items may create an overdraft if Old National, in its sole discretion, chooses to pay the item despite there being insufficient funds in your Account. There are separate fees that may be charged for returning an item for insufficient funds and for creating an overdraft. Further, there are times credits received one day may not post until the following day, or longer depending on the type of credit and from where the credit originated. Debits also may not post until the following day, or longer, if a check is tendered or the merchant does not process your transaction the same day. As a result, items do not always post in the order in which the transactions occurred.

When received for processing, items may post by transaction group and then by largest dollar amount item to smallest dollar amount item (high to low) even if paying a particular debit results in an insufficient available balance in your Account to pay one or more debits that otherwise could have been paid. In general, we determine the balance from which debits may be paid and post transactions to your Account in the following descending order:

Balance	We take the current balance from the end of the previous Business Day and subtract: <ul style="list-style-type: none"> • Funds Availability and other holds (such as a garnishment) • Pending debits such as debit card transactions or ATM withdrawals 	
Deposits and other credits received before the deposit cutoff time	Examples of deposits and other credits (subject to funds availability policy) include: <ul style="list-style-type: none"> • Posted deposits such as your paycheck • Funds now available from pending deposits • Deposits into your account such as wire transfers or ACH credits • Transfers into your Account such as those made online or by phone 	
Prime Debits	Examples of prime debits include: <ul style="list-style-type: none"> • Forced pay on prior insufficient fund items 	Highest to lowest dollar amount
Bank-initiated debits	Examples of bank-initiated debits include: <ul style="list-style-type: none"> • Charges for services such as research items, early account closing fees 	Highest to lowest dollar amount
Priority Debits	Examples of priority debits include: <ul style="list-style-type: none"> • Withdrawals and checks cashed with a teller • Wire transfers • Reoccurring transfers 	Highest to lowest dollar amount
Debit card, ATM transactions (including transactions with a debit card or ATM Card), checks, automated payments (ACH) and other debits	Examples of debit card, ATM transactions, checks, ACH and other debits include: <ul style="list-style-type: none"> • One-time purchase paid with your debit card, such as at a gas station, restaurant or grocery store • Preauthorized fund transfers such as insurance premiums or car payments • Account transfers such as those made online or by phone • Cash withdrawal at an ONB ATM • Checks you have written that have posted to your account • Online Banking bill payments • Foreign ATM withdrawals 	Highest to lowest dollar amount
Fees and Service Charges	Examples of fees and service charges include: <ul style="list-style-type: none"> • Monthly Service Charges • Overdraft of Insufficient Funds (NSF) fees • Returned Deposited Item fees • Foreign ATM fees 	Highest to lowest dollar amount

Your Account's current balance is the beginning-of-the-day balance after the most recent evening's posting. The available balance is the amount you have in your Account that is available for withdrawal or to cover debit Items known by us at the time the balance information is accessed. The available balance represents the difference between the current balance and pending items (those items we have received but have not yet posted). (Available balance equals current balance plus pending credits minus pending debits). The available balance does not include items of which we are not aware so while it is a close estimate of the amount available for withdrawal, only you know what other transactions or items you have made that will impact your Account balance.

Account maintenance fees and miscellaneous fees may be processed and posted to your Account at any time after deposits are posted and processed. Such fees will reduce your available balance and could result in insufficient funds to satisfy your withdrawal request on that Business Day.

The best way to prevent non-sufficient fund items and overdrafts and avoid resulting fees is to keep an accurate record of all your Account activities and ensure that you always have sufficient funds available in your Account to cover all of your transactions. Your Account is also subject to the Bank's Regulation CC Funds Availability Policy Disclosure as set forth in this Agreement.

(d) 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.

(e) 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.

(f) 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.

(g) 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 electronic signature, you agree you shall have the sole responsibility for maintaining security of the facsimile/electronic 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/electronic signature we have been authorized to honor may be considered a forgery or an unauthorized signature, but that such facsimile/electronic 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/electronic signature or the device by which it is affixed. If you use any form of facsimile/electronic signature device, you agree to deliver a sample to us if we request it.

(h) 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.

(i) 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 to honor such legends in writing.

(j) 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.

(k) Authorized Signer. An owner or joint owner on an Account can nominate an authorized signer or agent who can hold all the same withdrawal and deposit rights, as well as rights to access Account records, as the authorizing owner, except the authorized signer/agent will not be an owner.

6. SIGNATURE CARDS AND RESOLUTIONS: NO TWO SIGNER 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 corporate 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 this Agreement, 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 custodial 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. 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. MASTER ACCOUNTS AND SUBACCOUNTS. For checking accounts and automatic transfer service (ATS) savings accounts, your Account ("Master Account") may consist of two sub-accounts, a transaction Account ("Transaction Account") and money market deposit Account ("MMDA"). This classification will not affect your Account in any way. To the extent interest is earned on your Account, it will be paid on the collected balance of both the Transaction Account and MMDA and one Annual Percentage Yield Earned will be disclosed on your monthly Account statement. Each statement period, we will review your Master Account history to determine the money not routinely needed to pay your debits ("Threshold Balance"). Funds will be allocated daily between your Transaction Account and MMDA by comparing the ending balance and the Threshold Balance for your Master Account. Funds equal to or less than your Threshold Balance will be credited to your Transaction Account. All checks, debits and withdrawals will be paid from your Transaction Account. If the ending balance of your Transaction Account is less than that day's aggregate debit activity, a transfer will be made from available funds in your MMDA to your Transaction Account. Concurrent with the sixth transfer from your MMDA in a statement period, all funds in your MMDA will be credited to your Transaction Account for the remainder of that statement period.

11. 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 Paragraph 28, Electronic Funds Transfer Agreement and Disclosures.

12. ASSIGNABILITY. The Account established under this Agreement is not assignable or transferable except with our written 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.

13. 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.

WE WILL NOT BE LIABLE FOR, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF LEGAL ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH 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. You agree to the payment of fees as described herein and expressly authorize us to deduct applicable fees from your Account.

14. RIGHT OF SETOFF. Subject to applicable law, we may exercise our right of setoff against 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 currently 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. Unless the applicable Account is overdrawn, 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 setoff. 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. You expressly agree the rights of setoff described herein are not an unauthorized taking of your funds.

15. DORMANT ACCOUNTS. A dormant Account is an Account that has been inactive. Generally, subject to state law, "inactive" means there has been no deposit, withdrawal or other communication from you about your Account for the period of time as follows:

- (1) After 36 months for a savings Account;
- (2) After 12 months for a checking Account; or
- (3) After 18 months for a health savings Account.

For security reasons, we may refuse a withdrawal or transfer from your Account if it is classified 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.

16. ACCOUNT STATEMENTS. Except as otherwise expressly provided elsewhere in this Agreement, if you fail to notify us in writing of suspected problems or unauthorized transactions within 30 days after we make your statement or Items available to you, you agree that: (1) you may not make a claim against us relating to the unreported problems or unauthorized transactions, regardless of the care or lack of care we may have exercised in handling your account; and (2) you may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your Account. Except as otherwise expressly provided elsewhere in this Agreement, we are not liable to you for subsequent unauthorized transactions on your Account by the same

person if you fail to report an unauthorized transaction on your Account within 30 days following the closing date of the statement containing information about the first unauthorized transaction. You must also report any other Account problem within thirty (30) calendar days after we make your statement or items available to you or you 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 check does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors.

17. 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 agreement and to comply with our security procedures and this section. You acknowledge and agree that when you (or your Authorized Representative), provide us with a name and account number in order for us to process a transfer order, payment may be made by the beneficiary's/designated recipient's bank solely on the basis of the account number even if the account number identifies a person or entity different from the beneficiary so named. We (or an intermediary bank) may send a funds transfer to an intermediary bank or beneficiary's/designated recipient's bank based solely on the bank identifying number, even if the payment order indicates a different name. We may rely on all information contained in the transfer order, regardless of who may have provided the information. Except as provided by applicable law, any losses resulting from an incorrect account number or your misidentification of the beneficiary/designated recipient is your responsibility and not ours.

(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.

18. 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 when such notice is 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, sent to you electronically or otherwise be made available to you online. 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.

19. TELEPHONE MONITORING AND CALLING

You agree that from time to time we may monitor and record telephone calls made or received by us or our agents regarding your Account to assure the quality of our service. In order for us to service the Account or to collect any amounts you may owe, and subject to applicable law, you agree that we may from time to time make calls and send text messages to you using prerecorded/artificial voice messages or through the use of an automatic dialing device at any telephone number you provide to us in connection with your Account, including a mobile telephone number that could result in charges to you.

20. 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.

21. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of Indiana without regard to the conflict laws thereof. 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 this Agreement and any applicable law, regulation, or rule, the terms of this Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

22. 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.

23. ARBITRATION AGREEMENT.

(a) Binding Arbitration. If either you or Bank elects, both you and Bank agree that any Dispute (as defined below) will be resolved by binding arbitration as provided in this section (the "Arbitration Agreement") and not through litigation in any court. Notwithstanding the foregoing, you and the Bank retain the right to pursue any Dispute in small claims court (or equivalent state court) that is within that court's jurisdiction, provided that if any party seeks to remove a Dispute from small claims court (or equivalent state court) either party may then elect to arbitrate. Both you and Bank agree that under this Agreement the parties are participating in transactions involving interstate commerce, and this Arbitration Agreement is governed by the Federal Arbitration Act, 9 U.S.C. §§1-16. For the purposes of this Arbitration Agreement, a "Dispute" is any unresolved disagreement between you and the Bank in any way arising from or relating to your Account, including, but not limited to, any service, transaction, debit card, your use of any of the Bank's banking locations, facilities, or other means through which you access the Bank, any Account, or conduct any transaction, or anything similar. A Dispute includes, but is not limited to, any (i) claims based on broken promises or contracts, torts, or other wrongful actions, (ii) statutory, common law, or equitable claims, and (iii) disagreements about the meaning or application of this Arbitration Agreement. If either you or the Bank fails to submit to binding arbitration following lawful demand, the party so failing bears all costs and expenses incurred by the other in compelling arbitration.

(b) Arbitration Procedure and Limitation on Liability. Unless otherwise expressly limited in this Arbitration Agreement, either you or the Bank may request a Dispute be arbitrated at any time, even if a lawsuit or other proceeding has been previously commenced, by giving written notice to the other party. If you request arbitration of any Dispute, you will notify us at Old National Bank, P.O. Box 718, One Main Street, Evansville, Indiana 47705-0718 – Attention: Legal Department. If we request arbitration of a Dispute, we will notify you at your most recent address on our books and records. Arbitration will be held in the state in which your Account is located. Your account is considered located in the following state:

- If you opened your account in person, the U.S. state where you opened the account;
- If you opened your account by mail, internet, or other remote means and you resided in a U.S. state where we had branch offices at that time, the state where you resided; or
- If you opened your account by mail, internet, or other remote means and you did not reside in a U.S. state where we had offices at that time, Indiana.

Each arbitration, including the selection of the arbitrator, shall be administered by the American Arbitration Association ("AAA"), or such other administrator to which you and the Bank may mutually agree, according to the Commercial Arbitration Rules or, if you are a consumer, the Consumer Arbitration Rules, as each may be amended, updated, or replaced from time to time (the "AAA Rules"). To the extent that there is any conflict between the AAA Rules or other administrator rules and this Arbitration Agreement, this Arbitration Agreement shall control. There shall be one arbitrator. The arbitrator must be a member of the state bar where the arbitration is held, with expertise in the substantive laws applicable to the subject matter of the Dispute. No arbitrator or other party to an arbitration proceeding may disclose the existence, content, or results thereof, except for disclosures of information by a party required in the ordinary course of its business or by applicable law or regulation. Provided further that no arbitrator shall have authority to entertain any Dispute on behalf of a person who is not a named party, nor shall any arbitrator have authority to make any award for the benefit of, or against, any person who is not a named party. Any award issued by an arbitrator shall be accompanied by a written reasoned opinion.

PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

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

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

(f) Class Action Waiver. UNLESS YOU OPT OUT OF THIS ARBITRATION AGREEMENT, YOU ARE WAIVING ANY ABILITY TO ASSERT OR PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS IN COURT OR ARBITRATION. UNLESS YOU OPT OUT, YOU AND WE AGREE NOT TO SEEK TO PROCEED ON ANY CLAIM IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN ARBITRATION ANY CLAIMS INVOLVING SEPARATE CLAIMANTS.

(g) Right To Opt Out of Arbitration Agreement: YOU HAVE A RIGHT TO OPT OUT OF THIS ARBITRATION AGREEMENT. UNLESS YOU OPT OUT, YOU ARE WAIVING THE RIGHT TO HAVE ANY DISPUTE HEARD BEFORE A JUDGE OR JURY, OR OTHERWISE BE DECIDED BY A COURT OR GOVERNMENTAL TRIBUNAL. AS PROVIDED ABOVE, UNLESS YOU OPT OUT, YOU AND WE AGREE NOT TO SEEK TO PROCEED ON ANY DISPUTE IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION OR OTHER COMPARABLE REPRESENTATIVE PROCEEDING OR SEEK TO CONSOLIDATE IN ARBITRATION ANY DISPUTE INVOLVING SEPARATE CLAIMANTS.

If you do not want this Arbitration Agreement to be binding on you, you must send us written notice of your decision so that we receive it at the address listed below upon the latter of thirty (30) days after the opening of your Account or the receipt of this Agreement by you. You must sign such notice and include your name, address, Account name and number and a statement that you wish to opt out of this Arbitration Agreement. Such notice must be mailed to Old National Bank, P.O. Box 718, One Main Street, Evansville, Indiana 47705-0718 – Attention: Legal Department. You agree that our business records will be final and conclusive with respect to whether you opted out of this Arbitration Agreement in a timely and proper fashion.

(h) Severability. If any provision in this Arbitration Agreement dealing with class action, class arbitration, private attorney general action, other representative action, joinder, or consolidation provided for in paragraphs 23(f) and 23(g) is found to be illegal or unenforceable, that invalid provision shall not be severable and the entire Arbitration Agreement shall be unenforceable. To the extent that any other part of this Arbitration Agreement is deemed or found to be unenforceable for any reason, the remainder of the Arbitration Agreement shall remain enforceable.

24. ENFORCEMENT/WAIVER OF JURY TRIAL. To the extent that the Arbitration provision set forth in paragraph 23 is deemed unenforceable in its entirety, is not requested by either party, or is otherwise inapplicable to the claim and/or dispute at issue, Paragraph 24 shall control all claims and/or disputes between you and the Bank. 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 WITH YOUR ACCOUNT, 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 EXCLUSIVELY IN A STATE COURT IN 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 YOU HEREBY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF ANY STATE OR FEDERAL COURT IN SUCH LOCATION.

PROVIDED FURTHER, WE WILL NOT BE LIABLE FOR, PUNITIVE, EXEMPLARY, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF LEGAL ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. MISCELLANEOUS PROVISIONS. If we receive notice of any dispute, claim or of any legal proceeding we reasonably believe involves you or any of your Accounts, in our sole discretion we may suspend transactions on any Account which we believe to be impacted. We may place a hold on any funds in the Account and suspend transactions whether the Account at issue is in your name alone or is a joint Account. 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 but 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 Claim 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 Claims between you and us involving your Account and situations where we become involved in claims and/or 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 claim and/or 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. Except as otherwise provided herein, if a court or arbitrator 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. Regardless of any provision to the contrary, we may, in our sole discretion and without any liability to you, initiate an action in interpleader to determine the rights of persons making adverse claims to your Account. We may exercise this right regardless of whether the persons making the adverse claims have complied with all statutory requirements pertaining to adverse claims, such as posting bond or giving other surety. Upon initiation of an interpleader action, we will be relieved and discharged of all further duties and obligations. You agree that any costs associated with the action in interpleader will be charged against any Accounts you maintain with us.

26. OVERDRAFT COURTESY POLICY

The Bank is not obligated to pay any item presented for payment if your account does not contain sufficient available funds.

Any payment by the Bank of a non-sufficient fund check or checks, debit transactions, electronic funds transfer (or other item) does not obligate the Bank to pay an additional or subsequent non-sufficient fund check, debit, electronic transfer or item. Certain products are not eligible for overdraft courtesy. For additional information on which products are eligible, please contact the Client Care Center at 1-800-731-2265.

Pursuant to the Bank's commitment to always provide excellent customer service,

if your Account (primarily used for personal and household purposes) has generally been in good standing, which includes:

- Not being subject to any legal or administrative order or levy; and
- Not being managed by the Bank's collection department the Bank may consider as a discretionary courtesy, not a right or obligation, paying your overdrafts within the limits described in this policy.

This overdraft 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. 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. A non-sufficient/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 and all nonsufficient 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 this Agreement. Generally, the Bank may limit this courtesy to only one Account per household. ATM and everyday debit card transactions are not eligible for overdraft courtesy unless you opt in, or affirmatively consent, to overdraft courtesy. For more information on how to opt in to overdraft courtesy for ATM and everyday debit card transaction, please call our Client Care Center at 1-800-731-2265. 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 wish to opt into the overdraft courtesy you may do so by calling our Client Care Center at 1-800-731-2265.

27. REGULATION CC FUNDS AVAILABILITY DISCLOSURE

Your Ability to Withdraw Funds

Same-Day Availability. Electronic direct deposits, wire transfers, checks drawn on Old National Bank, and cash deposits (if made in person to one of our employees) will be available on the day we receive the deposit.

Next-Day Availability. If you make the deposit in person to one of our employees, funds from the following deposits are generally available on the first business day after the day we receive your deposit:

- U.S. Treasury checks that are payable to you.
- State and local government checks that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks and postal money orders, if these items are payable to you.
- Other checks (not drawn on Old National Bank) if processed the prior business day.

Determining the Availability of a 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. The deposit cut-off time for a particular banking center is that banking center's closing time. Our earliest ATM deposit cut-off time is 12:00 noon (based on the time zone of the ATM location). 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. **Please remember that even after the item has posted, we have made funds available to you, and you have withdrawn the funds, you are still responsible for items you deposit that are returned to us unpaid and for any other problems involving your deposits.**

Reservation of Right to Hold. In some cases, we may delay the availability of your funds. However, the first \$200 of your deposit may be available on the first business day following your deposit. If we are not going to make all of the funds from your deposit available by the first business day following your deposit, we will notify you at the time that you make your deposit unless the deposit is made by you at an ATM, Mobile RDC or night depository. 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. We will also tell you 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 seventh business day after the day of your deposit. In some cases, a longer hold may apply.

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 provided for in the Regulation CC Funds Transfer Disclosure provision of this Agreement for the type of check that you deposited.

Special Rules for New Accounts. If you are a new transaction Account 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 eleventh 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 47705-0718**. 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.

28. ELECTRONIC FUNDS TRANSFER DISCLOSURES

(i) DEFINITION. Electronic funds transfers are electronically initiated transfers of money involving a deposit account at the Financial Institution.

(ii). 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 Accounts.

Limitations on Frequency and Amount:

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

(iii) 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.

(iv) DIRECT DEPOSITS. Types of Pre-authorized Transfers: You may arrange for us to complete the following preauthorized transfers to your 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.

(v) 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 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, automatic agreement or telephone transfers. 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.

(vi) 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 user ID and password 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 Accounts.
- Obtain available balance information on your 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.

Caution: Only you know what checks, ATM, debit card transactions, electronic transfers or other items are outstanding at any given time so you should continue to keep a register and a running balance of the funds in your Account. The balance information obtained Online or by phone may not accurately portray the funds in your Account.

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 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.

(vii) DEBIT CARD TRANSACTIONS.

Brief Description: Debit Card Types of Transactions: debit card means a general purpose payment card or any other device, technology, medium or form factor that accesses an asset Account, such as a demand deposit account or savings account for use in offline (e.g., signature-based) and/or online (e.g. PIN-based) purchase transactions or cash withdrawals. You may use the debit card and personal identification number (PIN) issued to you to pay for purchases from merchants who have agreed to accept the debit card at point of sale terminals within the networks identified on your debit card and such other terminals as the Bank may designate from time to time. We reserve the right to block transactions with certain merchants that otherwise accept VISA debit cards. You may NOT use your debit 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.

For transactions at some merchants, if the available card balance is not sufficient to complete the full purchase, a partial approval in the amount of the remaining available balance may be provided to the merchant and the merchant may permit the cardholder to use another source of funds to pay for the remaining amount due. Some debit card transactions will not be tendered by the merchant in full for days creating the perception that funds remain available

when in fact you have already committed said funds. Accordingly, only you know what checks, ATM, debit card transactions, electronic transfers or other items are outstanding at any given time so you should continue to keep a register and a running balance of the funds in your Account.

The option to complete a purchase using the remaining available balance on your card and another source of funds for the remainder is not available at all merchants. Some merchants may decline the transaction if the card balance is less than the transaction amount.

(viii) 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.

(ix) MISCELLANEOUS DISCLOSURES.

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

(a) Liability for Unauthorized Credit-Based Debit Card Transactions. You must tell us AT ONCE if you believe your debit card has been lost or stolen or of any unauthorized transactions. Under VISA's Zero Liability policy (as may be modified by VISA or other network accessible with your card), you may incur no liability for unauthorized card transactions processed through the VISA network including ATM transactions processed in the U.S through the VISA or Plus network. We may impose greater liability on you, to the extent allowed by law or card network rules (see Liability for Other Unauthorized Transactions/Transfers paragraph below), if we reasonably determine that the unauthorized transaction was caused, in whole or in part, by your negligence or fraudulent action. This may include, but not limited to, your delay for an unreasonable time in reporting unauthorized transactions, or allowing someone else to access your card and personal information. Your liability for unauthorized transactions is \$0 for all VISA debit card transactions that are processed over the VISA or Plus network online or off. This additional limitation on liability applies to U.S. issued cards only. VISA's Zero Liability policy does not apply to transactions not processed by a VISA or Plus network. Provided further that:

- Our zero liability policy does not apply to any unauthorized electronic funds transfer or transfer on the account which does not involve use of a card or card number.
- We consider a transaction unauthorized if it is initiated by someone other than you (the cardholder) without your actual or apparent authority. A transaction is not considered "unauthorized" if you furnish the card, card number, PIN, or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use.

(b) Liability for Other Unauthorized Transactions/Transfers. Tell us AT ONCE if you believe your ATM card, ATM PIN, Debit card or Debit card PIN, or Audio Response/Online Banking PIN, user ID or password 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 user ID and password 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, user ID or password, and we can prove that we could have stopped someone from using your card, user ID or password 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 made available 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, user ID or password 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.

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

(d) 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 preauthorized 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 make a purchase at a POS terminal.

(e) 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.

(f) 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.

(g) 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.

(h) 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 actual losses. 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.

In Case of Errors or Questions about Your Electronic Transfers, phone us at **1-800-731-2265**, or write us at Old National, **P.O. Box 718, One Main Street, Evansville, IN 47705-0718** 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 thirty (30) 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 signature or credit based 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 debit card with VISA logo when it is used in a signature or credit card based transaction, 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.

(i) 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;

- To comply with government agency or court orders; or
- If you give us your written permission.

(j) Personal Identification Number (PIN). The ATM PIN or Debit card 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 Debit card PIN available to anyone not authorized to sign on your Accounts.

(k) Notices. All notices from us will be effective when we have mailed them to your last known address on our records or otherwise made the notice available to you electronically. Notices from you will be effective when received by us at the telephone number or in writing to 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.

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

- You or any authorized user of your Account breach this or any other agreement with us;
- We have reason to believe that there has been an unauthorized use of your ATM card/ PIN Debit card or PIN;
- We have reason to believe that your ATM card/PIN Debit card/PIN has been used for illegal activity;
- Your ATM/debit card has been inactive for an extended period of time;
- We notify you or any other party to your Account that we have canceled 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.

(m) 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, P.O. Box 718, One Main Street, Evansville, IN 47705-0718, 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.

(n) 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.

(o) 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.

29. 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 you 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.

30. REGULATION GG UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT OF 2006 (THE "ACT") ACKNOWLEDGMENT AND CERTIFICATION. Restricted Transactions (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time) are prohibited from being processed through your Account or any other service offered or provided to you by us. In addition, we may refuse to process or block a transaction that we reasonably deem to be restricted by the Unlawful Internet Gambling Enforcement Act of 2006 and its implementing regulations, as may be amended from time to time. If you are a commercial customer (as that term is defined in 12 C.F.R. 233.2 - Regulation GG, as amended from time to time), you certify that you do not engage in an unlawful Internet gambling business.