

BUSINESS DEBIT CARD AGREEMENT

Terms and Conditions

Introduction

This Business Debit Card Agreement ("Agreement") contains contract terms and other important information relating to your Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing by us. By applying for a Card, or by using a Card, you agree to be bound by this Agreement and accept its terms, rules, and conditions as amended from time to time. This Agreement also incorporates any other terms and conditions provided separately with your 1st Source Bank Agreement for Deposit Accounts as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

Applicable Law

This Agreement will be governed by the laws of the State of Indiana as well as applicable laws, regulations, rules, and other agreements governing your accounts. Normal banking customs and practices also apply.

Definitions

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to 1st Source Bank. The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized to use the Card.

BusinessCard Purpose

Providing our normal business standards are met, we agree to issue a Card to your authorized Cardholder(s). Each Cardholder's access will be limited to the business accounts on which he or she has been properly designated according to the Resolution for Depository Authorization, or on which he or she is an authorized signer. You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used only for business purpose MasterMoney[®], point-of-sale (POS), and Automated Teller Machine (ATM) transactions, as well as to access InfoSource[®] and InfoSource Online. The Card may **NOT** be used for personal purposes. You acknowledge and understand that the Card shall **NOT** be treated as a consumer card under the provisions of state and federal law. You agree to limit the use of each Card to legitimate business purposes and to take all necessary steps to assure that each Card is used for no other purpose.

Account Requirement, Payment Responsibility, Transferability, Enforceability

The services described in this Agreement will be available to you only as long as you maintain a business checking account with us in good standing. You are liable for the payment of Card transactions authorized by you or your agent(s) or any Cardholder(s) or their agent(s). This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

How to Use the BusinessCard Security Procedure

The Card allows Cardholders to directly access the business checking account(s) specified in your Business Debit Card Application. We will issue a Card and personal identification number (PIN) to you for use with each Card. Each Card will identify your business as well as the Cardholder(s). Each Cardholder must sign their Card before it may be used. As a security procedure, you agree to require both a Card and a PIN to be used together to obtain cash or to perform any other permitted transaction at designated ATMs.

As an additional security procedure, you agree to instruct each authorized Card holder to: (a) sign the Card promptly following receipt; (b) safely keep the Card and PIN separate and in the sole possession of the authorized user; (c) not disclose the PIN, record it on the Card or otherwise make it available to anyone else; (d) use the Card, PIN, and ATM or POS terminals only for business purposes, and only as instructed and authorized by us from time to time; (e) save all receipts (never throw them in the trash or on the ground) and verify each against your bank statement; (f) report all crimes immediately to the operator of the ATM or local law enforcement official; and (g) immediately report to us any loss, theft, disappearance or known or suspected unauthorized use of the Card or the PIN.

You authorize us to follow any instructions entered through use of a Card with or without a PIN. Because a Card and PIN can be used to access money in your business accounts and access information about such accounts, you and each Cardholder agree to treat each Card and PIN with the same degree of care and secrecy that you and each Cardholder use to protect other sensitive financial data, but not less than reasonable care. In particular, you and each Cardholder agree not to make any Card or PIN available to any other person.

Once a Card has been issued it cannot be transferred to another person. A Card is and shall remain our property and may be cancelled at any time without notice and must be surrendered or destroyed upon request. However, you shall be solely and completely responsible for the possession, use and control of each Card issued to a Cardholder, including, without limitation, the responsibility to retrieve and instruct us to terminate any Card issued to any person who, for any reason, ceases to be a Cardholder on any account to which he or she has access. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us.

Limitations on Services

We may terminate Card services at any time. We also reserve the right to limit the amount and/or frequency of withdrawals or transfers and we may change those limits and impose other limits or restrictions on your use of the Card.

Various Card features, services, and enhancements are provided by, or through, MasterCard[®] International and we have no liability for those enhancements.

Termination and Amendments

- We may restrict or terminate your card privileges at any time without notice to you.
- You may terminate your card privileges at any time by sending written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in the 1st Source Bank Agreement for Deposit Accounts. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

Notices

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

Order of Payment

Our policy is to post and pay Card transactions in the order they are received. We reserve the right to pay Card transactions before checks and other items.

Overdraft Protection

If your account has an overdraft protection feature, unless otherwise agreed in writing, Card transactions that would otherwise overdraw your account will be covered by the overdraft protection feature.

Types of Transactions

Below are the types of transactions your Card will accommodate.

ATM and POS (Debit) Transactions — PIN based

You may access your checking account(s) using your Card and PIN, up to your assigned daily limit per Card, at any 1st Source Resource[®] Center or any location displaying the CIRRUS[®] or NYCE[®] symbols:

- ATM terminals
- make deposits to your account(s)
- make cash withdrawals from your account(s)
- transfer funds between accounts that may be accessed with your card
- get information about the account balance(s)

Some of these services may not be available at all terminals.

- POS terminals
- purchase goods
- pay for services
- get cash from a merchant, if the merchant permits

MasterMoney™ (Debit) Transactions — signature based

You may access your checking account(s), up to your assigned daily limit per Card, at any location displaying the MasterCard® symbol, to:

- purchase goods in person, by phone, or via the Internet
- pay for services in person, by phone, or via the Internet
- get cash advances from a participating financial institution

InfoSource® — You may access your account(s) through InfoSource®, our 24-hour telephone account information line, using the last seven (7) digits of your card and your PIN, to:

- check your account balances
- verify which check(s) have cleared
- confirm deposits and withdrawals
- transfer funds between your 1st Source accounts

InfoSource® Online — You may access your account(s) via the internet through InfoSource Online, using the last seven (7) digits of your card and your password, to:

- check your account balances
- verify which check(s) have cleared
- see your cleared check images online
- confirm deposits and withdrawals
- view pending transactions
- transfer funds between your 1st Source accounts

For security reasons, there may be other limits on transactions imposed by us from time to time, without notice. You cannot place a stop payment on a transaction. We are not liable for any claims that you may have against a merchant in connection with any transaction.

Fees

We charge \$5.00 to replace a lost or stolen Card.

Documentation

Terminal Transfers

You can get a receipt at the time you make any transfer to or from your account(s) using an ATM or POS terminal.

Retain Copies for Your Records

You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record. You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

Periodic Statements

You will get a monthly account statement from us for your account(s) that will also include a record of transactions made using your Card.

Limitations on Our Liability

We will not be liable for our inability to perform a transfer if:

- you misuse an ATM or POS terminal
- you do not have enough money in your account to make the transfer
- your account is subject to legal process or encumbrance
- you have an overdraft line and the transfer would cause you to exceed your credit limit
- an ATM does not have sufficient cash
- a terminal or system is not working properly
- circumstances beyond our control (including, without limitation, any act of God, accident, fire, flood, equipment failure, or system failure) prevent the transfer
- merchant refuses to accept your Card
- ATM rejects your Card
- your Card or account has been cancelled

We shall have no liability to you other than those imposed upon us by law for our own lack of good faith or failure to act in accordance with the reasonable commercial standards of the banking business. Reasonable care in the handling of items of deposit shall be measured by the standard of the reasonableness of the banking procedures established for the transaction involved. A mere inadvertence or an honest mistake of judgment will not constitute a failure to perform such obligations or a failure to exercise reasonable care, and in no case will be deemed wrongful. We shall not be liable for consequential, indirect, or special damages even if we have been advised of the possibility of them.

Unauthorized Transfers

Additional Risk Associated with Use of Business Purpose Cards

You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

Your Liability for Unauthorized Transfers

You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us **AT ONCE** if you believe your Card and/or PIN has been lost or stolen. 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 your Card and/or PIN is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or PIN will continue until two (2) business days after the day we receive such written notice. If you do not notify us within sixty (60) days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

Contact in Event of Unauthorized Transfer

If you believe your Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this brochure.

To Report a Lost or Stolen Card

If your Card has been lost or stolen, or you believe an unauthorized transfer or error has occurred or may occur, please contact us **AT ONCE** by calling 574 235-2845 or 800 513-2360. After regular business hours call 888 849-6046.

Error Resolution

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of sixty (60) days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within sixty (60) days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us any errors or problems within thirty (30) days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this brochure. If you tell us orally, we may require your complaint or question in writing within nine (9) business days.

If you provide us with timely notice of an error or problem in your periodic statement, we will investigate the matter and notify you of the results as soon as reasonably possible under the circumstances.

You may ask for copies of the documents that we used in our investigation by calling us at 574 235-2573 or 800 513-2360, or writing us at:

**1st Source Bank
Branch Administration
PO Box 1602
South Bend, IN 46634**