

Agreement for Deposit BUSINESS ACCOUNTS



Your partners from the first®

Communication is key to our customers' satisfaction

This *Agreement for Deposit Business Accounts* booklet includes information on practical ways to handle your accounts and regulatory requirements that apply to both you and 1st Source Bank.

The terms of our Checking Accounts, Savings Accounts and Certificates of Deposit are included in this booklet. It also contains our Funds Availability Policy (see page 6) and Collection of Checks (Regulation CC).

This information:

- outlines rules and regulations which all banks must follow in certain circumstances
- describes your rights and responsibilities under this regulation

This booklet is designed to help make your dealings at 1st Source Bank easy to understand. If you have questions related to the material presented in this publication, please drop by any 1st Source banking center. As “*your partners from the first,*” we are eager to help you understand and fulfill all your financial needs.

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(Regulation CC)

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BUSINESS DEPOSIT ACCOUNT AGREEMENT

In this Agreement, terms such as “we”, “our”, “us”, and the “Bank” refer to 1st Source Bank and “you” and “your” refer to the business entity in the name of which the account is titled.

Overview. This Agreement for Business Deposit Accounts booklet outlines the basic terms of the account relationship and regulatory requirements that apply to your business organization, be it sole proprietorship, partnership, corporation, association, limited liability company, government agency or other legal entity and 1st Source Bank. This is a legally binding contract. Business accounts subject to this Agreement include, but are not limited to, demand deposit accounts, NOW accounts, money market deposit accounts, and interest bearing savings accounts. Accounts established for personal, family, or household purposes, or trust and asset management accounts are covered by separate agreements. Please read this information carefully and keep it with your other business banking records. If you have questions, we encourage you to contact your 1st Source Banking representative or write to:

1st Source Bank
Branch Administration
P.O. Box 1602
South Bend, IN 46634

General Terms and Conditions. This Agreement provides the terms and conditions for the maintenance and the operation of your accounts as well as the terms governing the provision of certain services to you. When you sign the Signature Card for your business deposit account and receive this Agreement, or receive this Agreement and then make a deposit to your business account, you agree to the terms of this Agreement. You further understand and agree that the establishment of a business deposit account does not create a fiduciary relationship, and that the Bank will not act as a fiduciary for you or on your behalf.

This Agreement also incorporates the terms of any agreement for specific services related to your accounts or account relationship, the terms of any additional schedules or fees related to your accounts, and the terms of disclosures of our policies such as our Funds Availability Policy. The Bank reserves the right to change the terms of this Agreement at any time. We will notify you of changes how and when required by law. Your continued use of your account constitutes your agreement to any such changes. To the extent that any of the terms of this Agreement directly conflict with the terms of any other written agreement between you and the Bank, relating to any accounts or services, the specific terms of the other agreement shall control.

This Agreement is governed by federal and Indiana laws. If any terms of this Agreement come into conflict with applicable law, those terms will be nullified to the extent that they are inconsistent with the law, and the applicable laws will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.

You may close your account at any time by providing written notice to the Bank. Closing your account does not release you from the payment of fees or obligations owed or liability for any outstanding items. We also may close your account at any time for any reason. After deducting applicable fees and charges, we will send the balance on deposit to the most recent address shown on our records. After your account is closed, we may at our option and without prior notice to you, pay or dishonor any item or other withdrawal order presented. If we pay any item presented to us after your account is closed, you remain liable to us for such transactions and agree to make payment to us immediately upon demand.

Ownership and Authorized Signatures. The classification and form of ownership of each business account are as designated on the Signature Card. You agree with the Bank and represent and warrant that (a) each representative whose name is written or typed on each Signature Card and/or separate written authorization, has been authorized by all necessary corporate and governmental actions to bind you in all transactions and services involving the account, (b) you will comply with all applicable laws, rules, and regulations with respect to services, your accounts, and account activities, and (c) you authorize the Bank to rely on each Signature Card and/or separate written authorization, or other evidence of account authority without further inquiry and until you provide written notice to us of the change in such authority and in a reasonable amount of time for us to act upon it. You are responsible for ensuring that the Bank promptly receives notice of any changes in authority. You agree to indemnify and hold the Bank harmless for all losses and expenses related to designation and signature authority, including without limitation facsimile signatures, and your compliance with laws, rules and regulations. If you establish an account which purports to require two (2) or more signatures on any items drawn on the account or purports to limit the maximum amount for which any person can sign an item, then you acknowledge that any such requirements are solely for your own internal control purposes. You agree that the Bank will not be liable for paying any item lacking the required number of signatures or in an amount exceeding the maximum limit assigned to the signer.

Federal Deposit Insurance. 1st Source Bank is insured by the Federal Deposit Insurance Corporation (FDIC). The FDIC is a United States agency that protects depositors against the loss of their funds if an FDIC-insured bank fails. Detailed information defining coverage for your business is available from your banking relationship manager, or at any 1st Source banking center.

Account Statements. The Bank will provide periodic account statements and other information pertaining to activity in your account ("Account Information"). We will rely on the postal or electronic address in our records for you. You are responsible for notifying us of any change of physical, postal, or electronic address. You agree to promptly review your Account Information and any accompanying items and notify the Bank in writing of any dispute or discrepancy, including unauthorized transfers, electronic funds transfers, withdrawals or other transactions, transactions involving substitute checks, unauthorized or forged signatures or endorsements, alterations, or other irregularities. You must report in writing any such dispute or discrepancy to 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634, within fourteen (14) days of the date of the earliest account statement describing such irregularities. If the dispute or discrepancy involves a substitute check, your claim must include 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 sufficient information to help us identify the substitute check. If you fail to report any such dispute or discrepancy within the 14-day period, we will assume that you have accepted the stated balance as being correct, and you will be precluded from seeking redress against the Bank for all transactions or matters covered by the Account Information. The Bank is relieved of any potential liability for multiple unauthorized signatures or alterations by the same wrongdoer if you do not notify the Bank within the 14-day period of such irregularities. Furthermore, the Bank will not be liable for any item forged or altered so cleverly that the fraud could not be detected by a reasonable financial institution. From time to time, the Bank may make available to you products and services designed to detect or prevent fraud on your accounts, and the Bank strongly encourages you to take advantage of these products and services.

CAUTION: YOU ARE IN THE BEST POSITION TO DETECT AN UNAUTHORIZED SIGNATURE OR TRANSACTION OR A MATERIAL ALTERATION. IF YOU USE A BOOKKEEPER, IT IS YOUR RESPONSIBILITY TO VERIFY YOUR ACCOUNT STATEMENTS.

Facsimile Signatures. You agree that if you use an automatic check writing service, employ the use of a personal computer, employ the use of a facsimile signature or do not otherwise provide your personal signature on a check (collectively "facsimile signature"), you agree you shall have the sole responsibility for maintaining security of any such method or device by which your signature or authorization is affixed and that you shall bear the entire risk for the unauthorized use thereof whether or not you are negligent. The Bank may honor any check or other signed instruction that bears or appears to bear your facsimile signature regardless of by whom or by what means the actual or purported facsimile signature thereon may have been affixed to it. The Bank may refuse any item bearing a facsimile signature if you have not adopted the Bank's resolution for facsimile signatures on checks and other items. You accept sole responsibility for safeguarding your checks and maintaining security over any device for affixing a signature. You also agree to promptly review your Account Information for unauthorized use of facsimile signatures.

Customer Identification Information. The USA Patriot Act requires all financial institutions to take extra security precautions in order to assist the federal government in the fight to end the funding of terrorism and money laundering. Federal law requires us to obtain, verify, and record information on each authorized signer of an account. Therefore before your account is opened, you agree to provide the Bank with (a) the address of the principal place of business or other office location, (b) Taxpayer Identification Number (TIN) for the business's tax reporting, (c) full name, Social Security number/ Taxpayer Identification Number, and address, for each authorized signer of the account, and (d) such other information required by the Bank in order to certify authenticity when appropriate. Unless we receive this information required by law and your certified TIN, we reserve the right to refuse to accept your initial deposit, pay interest on the balance, or permit withdrawals. Interest paid prior to receipt of your certified TIN will be subject to back-up-withholding under Internal Revenue Service regulations. You also agree to provide documents establishing your existence, such as certified articles of incorporation, government-issued business license, or partnership agreement. Furthermore, if you allow items to be written and presented before the Bank receives all authorization forms, we may, in our discretion, either pay or refuse to pay the items (even though there are funds in the account). You agree that the Bank shall not be liable for damages in that event.

Currency Transaction Reporting. The Bank Secrecy Act, a federal law, requires all financial institutions to report large currency transactions to the IRS.

The Bank will prepare a Currency Transaction Report at the time a reportable transaction occurs and forward it to the IRS. In order to complete the report, we are required to obtain certain information about the individual presenting the transaction as well as the organization or individual for whom the transaction is being conducted.

Fees and Service Charges. You agree to pay service fees, maintenance charges, and penalties in accordance with the applicable fee schedules established by the Bank from time to time. We will provide you with prior notice of changes in the fee schedules as may be required by applicable law. All service fees, maintenance charges, and penalties will be automatically deducted from your account without prior notice to you. The Bank may charge your account or may deduct from the proceeds of electronic funds transfers that it receives for your account its customary fees for electronic funds transfers. The Bank may incur costs in connection with court or administrative orders, subpoenas, summonses, tax levies, or other legal process relating to you or your account, and you agree to pay us for such costs, which may include our charges for research and the copying of documents and reasonable attorneys' fees.

Automated Processing of Items. The Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. Therefore, you understand and agree that the Bank may not perform a review of the signatures affixed to your checks or other items that are presented for payment. You also agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than the drawer's signature, the identity of the drawee bank, the amount of the item, and any other information encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. You agree to safeguard your checks and to assume full responsibility for their unauthorized use. You agree that these are the customary practices for commercial banks with an asset size equal to or greater than that of the Bank. You further agree that the practice of such banks is the standard to be used in determining reasonable commercial practices.

Check Orders and Account Usage. All checks, withdrawal slips, and deposit slips (collectively, "Forms") must be obtained through or approved for use by the Bank. You are responsible for verifying the accuracy of all information on those Forms. The Bank is not responsible for losses (which could include, but are not limited to, check fraud) you may incur attributable to your use of Forms not obtained through the Bank or which do not strictly comply with its parameters for those Forms or your failure to use your account in compliance with the Bank's standards relating to account usage. The Bank's liability, if any, for any printing errors on Forms obtained through the Bank is limited to the cost of replacement.

Each account is assigned an account number to be used on all Forms. The Bank assumes no responsibility for any loss, damage, or any inconvenience caused by your use of a Form other than a Form magnetically encoded with your account number and obtained through us or through other means which meet industry standard specifications. If you choose to produce or to obtain your Forms through other sources than the Bank, we may at any time refuse to process your items or charge a fee for each item that does not meet industry standard specifications.

Disclosure of Account Information. The Bank respects your right to maintain the confidentiality of your financial information. The Bank will comply with applicable law with respect to providing, or prohibiting the provision of, information to others about your account and your transactions.

Right of Setoff/Security Interest. You agree that your accounts will secure all amounts which you may owe to the Bank now or in the future. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff. The Bank may charge or set off all or any portion of all obligations, liabilities, debts, costs, and expenses (including attorneys'

fees), fees or other amounts you owe to the Bank against all the funds in any account in which you have an interest. In the case of a partnership account, each general partner agrees that the Bank may use the money in the partnership account to satisfy any one of their individual obligations. Similarly, each general partner agrees that the Bank may use the money in their individual accounts to satisfy obligations in the partnership account. The Bank will not be liable for dishonoring items if its exercise of its right of setoff or security interest results in insufficient funds in your accounts. The Bank may exercise its right of setoff even if it results in a penalty for early withdrawal from a time deposit account.

Power of Attorney. You authorize and direct the Bank to receive, accept, pay, and/or apply, without any duty of inquiry, without limit as to amount and without regard to the application of the proceeds, any item drawn by your attorney-in-fact payable from your account including, but not limited to, those paid, endorsed to the order of, or otherwise for the personal benefit of your attorney-in-fact. Once we accept a power of attorney, we may continue to recognize the authority of your attorney-in-fact until we receive written notice of revocation or termination and have had adequate time to act upon it. We may require the attorney-in-fact to present the original power of attorney and other evidence satisfactory to us before conducting any transaction.

Notices. Any notices, statements, or other correspondence that the Bank sends you regarding any of your accounts may be sent by ordinary mail or other means to the last address you have given us pursuant to this paragraph and will be effective upon sending to such address. Notices or correspondence regarding any of your accounts that you send to the Bank shall be in writing and shall be sent to 1st Source Bank, Branch Administration, P.O. Box 1602, South Bend, IN 46634. Such notices or correspondence shall be effective when the Bank actually receives them and has had adequate time to act upon them.

Change of Address or Other Depositor Information. You agree to notify the Bank promptly in writing of any change of physical, postal, or electronic address, telephone number, fax number, or other relevant information on the Bank's records and the accounts affected. Such notice shall be signed by an authorized signer for each of the accounts affected, shall identify each account affected by name and account number, and be sent to the address provided for the sending of notices.

Dormant Accounts/Unclaimed Property. Deposit accounts may be reclassified from active to dormant status when there has been no customer-generated activity for an extended period of time (as set by applicable state law). Unless otherwise required by law, the Bank may impose non-refundable service charges, cease paying interest, if applicable, and cease sending account statements or other Account Information on dormant accounts. In order to protect your funds, you agree that if the Bank has deemed your account to be dormant, we may refuse to pay items drawn on the account until you re-establish contact with the Bank regarding the account. State laws require that the Bank turn over dormant deposit accounts to the state if you have not made a deposit or withdrawal, corresponded in writing with the Bank within specified time periods, or we have been unable to contact you. To recover your funds, you will then have to file a claim with the applicable state agency.

Transfer or Assignment. Accounts are not transferable except on the Bank's books and records. If ownership is to be transferred, we may require that the account be closed and a new account opened. Any pledge of an account as collateral for a loan from another lender must be provided in writing and on a form acceptable to the Bank. The Bank has no obligation to acknowledge a pledge or to sign a control agreement. The pledged account will remain subject to our right of setoff and our prior security interest.

Garnishments, Levies, and Other Legal Proceedings. If your account becomes involved in a legal proceeding or the Bank receives notice of an actual or potential adverse claim to your account or the funds in your account, your use of it may be restricted, and the Bank may refuse to pay out any money from your account until the dispute is resolved. The Bank may notify you of the legal proceeding by telephone or at the account address in our records. We will not resist or challenge any legal process directed against your account. The Bank will not be liable to you for any sums it may be required to pay because of such legal process or claim even if paying the money from your account leaves insufficient funds to pay a check you have written. We are not required to assert any exemptions you may have under law. We will rely solely on our account records in responding to a garnishment, levy, or other court order. If you believe that the garnishment, levy, or other order is improper, you must take action through the Court to resolve the issue. If we receive notice of legal action against your account, we may exercise our right of setoff or assert our security interest to collect money you owe us. We may charge your account a fee for responding to a garnishment or levy. We will suspend payment of a check drawn on your account upon receipt of a garnishment, levy, or other order unless we have in some manner guaranteed the check, paid the check in cash, settled for the check without the right to revoke settlement, or have otherwise become legally accountable for the check.

Waiver. The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect the right of the Bank to enforce any of its rights with respect to other customers, or to enforce any of its rights with respect to other transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

DEPOSITS-GENERAL

Please refer to the Bank's Funds Availability Policy for information regarding the availability and use of funds deposited in your Bank accounts, the Bank's business day, endorsement standards, deposited item returns, and other important information governing the collection of items.

Items Deposited. The Bank acts only as your agent in receiving or collecting any items or funds deposited in your account and assumes no responsibility beyond the exercise of ordinary care. The Bank is not responsible for deposits made by mail or through a depository not staffed by the Bank's personnel until the Bank actually receives them. Credit for items deposited is provisional and subject to revocation without notice to you if the item is not paid for any reason. We may, in our discretion and without notice to you, refuse, return, or accept for collection only, all or part of any deposit. All deposits to your account are subject to subsequent verification, and if an error is discovered, a deposit adjustment will be made accordingly. Therefore, you agree to maintain records of each item deposited to your account to enable you to recreate each deposit and to support settlement of the items within such deposit. You also agree to cooperate with the Bank in reconstructing any deposit. Unless we specifically permit you to do so by written agreement, you may not deposit any substitute check that has not previously been handled by a bank in the

U.S. collections process. This means that you cannot deposit a substitute check that you create, or one that is created by another person, without a written agreement with us.

If the Bank receives an item on a weekend, holiday, or after the Bank's cutoff hour on a business day, the item is deemed to have been received on the Bank's next business day. The Bank's business days and cutoff hours are posted at the Bank's offices and are subject to change from time to time in the Bank's discretion.

Endorsement. The Bank may accept for deposit any and all items last endorsed by you, whether such endorsement is written or stamped. It is important to properly endorse all deposited items in accordance with the endorsement standards set forth in our Funds Availability Policy because we may, in our discretion, refuse to accept for deposit (or refuse to cash for you over the counter) any item that is payable to another person or that the Bank believes is not properly endorsed. Failure to comply with the endorsement standards may make you responsible for any loss resulting from a delay in return caused by endorsements that are not legible due to placement of endorsement or due to other printing or writing appearing on the back of the check. The Bank is authorized (but not obligated) to accept for deposit, and/or supply your endorsement on any item we receive for deposit to your account that is missing your endorsement. If you have made arrangements with the Bank for your encoding of items you deposit with us and/or your adding our endorsement on those items, then you agree to adhere to our encoding standards and will be responsible for any liabilities, losses, and expenses incurred as a result of failed or improper encoding or endorsing.

Items Returned. All items are credited to your account subject to final payment and receipt of proceeds by the Bank. Any item that you deposit or for which you receive cash, which is not finally paid, may be charged back against your account even if you have made withdrawals against those deposited items. You waive notice of dishonor, presentment, and protest of any such returned items. At the Bank's option and without notice to you, the Bank may resubmit any returned item to the bank it is drawn on for payment. The Bank may process a copy or other evidence of the returned item in lieu of the original. We may charge a fee for re-depositing or charging back unpaid deposited items.

Foreign Currency. If the Bank takes an item payable in foreign currency for deposit or collection, you will bear all exchange rate risk. For any item that is sent for collection, the Bank will credit the item to your account when it has received the proceeds in U.S. dollars.

Prohibition Against Unlawful Internet Gambling. The Unlawful Internet Gambling Enforcement Act of 2006 prohibits commercial customers from receiving deposits or other credits relating to the operation of an illegal internet gambling business. The Bank is required to enforce that prohibition.

WITHDRAWALS-GENERAL

Checks and Other Withdrawals. The Bank has a variety of check styles on approved Forms available to you. We may refuse to pay any check or other item drawn on your account unless it is presented to us on a Form we have provided or approved. The Bank also reserves the right to refuse any item drawn against your account or used to withdraw funds from your account if made in a manner not specifically authorized for your account. The Bank may pay items drawn upon your account in any order determined by the Bank even if paying a particular item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account.

Incomplete and Conditional Items and Restrictive Legends. If you write any item that is incomplete, conditional, or contains a restrictive legend (such as “void after 90 days” or “not valid over \$500”), then you acknowledge that any such requirements are solely for your own internal purposes. You agree that the Bank may complete, may refuse to pay, has no duty to honor or to complete any item, and may disregard any information on an item other than the signature of the drawer, the identification of the drawee bank and payee, the amount, and any MICR (Magnetic Ink Character Recognition) encoded information. In any case, we shall have no liability to you other than that imposed upon us by law for our own lack of good faith or failure to act in accordance with the customary practices for commercial banks with an asset size equal to or greater than that of the Bank.

Overdrafts. The Bank may return any item that is drawn against insufficient collected and/or available funds. We may, at our option, pay the item and charge you a fee if any overdraft results or if we pay the item against uncollected funds. In addition, if payment is not received for any deposited item or the Bank does not receive final settlement for an electronic funds transfer, then the amount of the credit given in connection with it will be charged back to your account and, if there are not sufficient collected funds in your account, such charge back may create an overdraft for which we may charge you a fee. You agree, upon notice, to immediately pay or deposit sufficient funds to cover any fees for paying items against uncollected funds, the amount of any overdrafts, and any overdraft fees, as applicable. Paying an overdraft does not obligate us to pay future overdrafts. The Bank has no obligation to notify you before returning any item unpaid because of insufficient funds. You also agree to reimburse us for any costs we incur collecting any overdraft from you, including, without limitation, reasonable attorneys’ fees and the cost of litigation, to the extent permitted by law.

Stop Payment Orders. You may ask the Bank to stop payment on any item drawn on your account that has not been paid. We are not bound to honor a stop payment request unless it is in writing and contains the following information: the account number, the exact amount of the item, the item number, and the payee name. We will have no liability to you if any of the information you provide in your stop payment order is incorrect. You must provide your stop payment order within a time that gives us an adequate opportunity to act and before we take any other action on the item. A stop payment order will be in effect for six (6) months. However, if you inform us orally to stop payment, we reserve the right to remove the stop payment order after fourteen (14) days if we have not received a signed stop payment order. You may renew your order in writing every six (6) months. We may charge you for each stop payment order and renewal. Our liability for paying an item subject to a proper and timely stop payment request is limited to the actual loss suffered, up to the amount of the item. You must prove the amount of your loss, and you agree to transfer to the Bank all of your rights against the payee or other holder of the item and to assist the Bank in legal action taken against that person. You agree to hold us harmless if we honor your stop payment order.

Postdated Items. The Bank may accept or pay a postdated item drawn on your account and received by the Bank on a date which is prior to the date of the item or contrary to special instructions identified on the item unless the Bank receives notice and agrees in writing to be bound by such date or special instructions. Such notice must provide the same information and be provided in the same time frame as stop payment orders. The notice will be effective for the same time periods as stop payment orders. If the Bank

re-credits your account after paying a postdated item over a valid and timely notice, you agree to transfer to the Bank all of your rights against the payee or other holder of the item and to assist the Bank in legal action taken against that person.

Stale-dated Items. The Bank is not required to pay any item presented more than six (6) months after its date. However, the Bank may pay such item if it does so in good faith.

Preauthorized Drafts and Other Disbursements. You authorize the Bank to honor any form of preauthorized draft drawn against any of your accounts, including without limitation, depository transfer checks, preauthorized drafts, preauthorized checks, and any other debit initiated by a party to whom you voluntarily give information about your deposit account (such as your account number or our routing number). No preauthorized draft shall require a signature. Each preauthorized draft shall be deemed authorized by you and properly payable against your accounts. You agree that the Bank may disburse funds from your account in good faith reliance on any of the above drafts presented to us, and we shall not be liable to you for any of those good faith disbursements. You agree to promptly review your Account Information and to notify the Bank of any discrepancies or disputed debits.

Other Limitations. You agree that the Bank may refuse to cash over the counter any item drawn against your account (or any item payable to you that is drawn on another bank), based on our check cashing policies. If we suspect fraud on your account, then we may cease honoring any and all items drawn on your account and may require you to close your account or take other actions that we deem appropriate under the circumstances, such as implementing positive or reverse positive pay. Any item refused or returned unpaid as a result of these actions shall not be deemed a wrongful dishonor of such item as long as we have acted in good faith.

Internal Money Management Accounting. For regulatory and accounting purposes, your checking account will consist of a master checking account with two "sub-accounts" on our books. Depending on whether your checking account is a non-interest bearing or interest bearing account, the sub-accounts will be: 1) either a non-interest bearing sub-account or an interest bearing sub-account and 2) a non-interest bearing or interest bearing money market sub-account. At various times during each statement cycle of at least four weeks, a portion of the master checking account balance (which may be set and changed at our discretion) may be automatically transferred to the money market sub-account and classified as a money market deposit under, and subject to, the limitations of Federal Reserve Board Regulation D. All checks, withdrawals, and other charges will be made against the checking sub-account. As funds are needed, the Bank will, without charge to you, automatically transfer funds from the money market sub-account to the checking sub-account. This transfer of funds will continue as needed to pay items presented against your checking account, up to six times per statement month. If a sixth transfer is needed in a statement cycle, the entire balance in the money market sub-account will be transferred to the checking sub-account. Transfers from your master checking account to a sub-account (or between sub-accounts) will only be on our books and records and will not affect your master checking account, nor will they be reflected on your account statements. This process may be repeated each statement month.

This accounting process has no effect on the daily use of your account, on how checks are paid, or on how account activity appears on your periodic account statement.

WITHDRAWALS – INTEREST BEARING SAVINGS ACCOUNTS

Transaction Limitations. If your account has been approved for telephone or preauthorized transfers (such as automatic bill payments, transfers to your other accounts with this Bank, or automatic transfers to third parties), no more than six (6) transfers may be made from your account in any one (1) month. If your account can also be accessed by writing checks or using a debit card, no more than three (3) of the six (6) transfers can be made by check or debit card payable to third parties. The date the transaction clears your account (rather than the date of the check or transfer) will govern whether you have exceeded the permitted number of transfers or withdrawals. If you exceed these restrictions, you may incur service charges. For repeated violations of these restrictions, and pursuant to applicable law, your account may be closed, or the Bank may be required to take other appropriate action. These limitations do not apply to preauthorized loan payments at this Bank or to transfers or withdrawals made in person, by ATM, by mail, or by messenger.

Notice of Withdrawal. The Bank reserves the right to require you to give seven (7) days prior written notice of any intended withdrawal from an interest bearing account that is not a time deposit. However, this requirement will not apply to you unless the same notice is required of all customers with accounts of the same type.

TIME DEPOSITS/CERTIFICATES OF DEPOSIT – DEPOSITS AND WITHDRAWALS

General. Time deposits include deposits that are payable, either on a specified date or at the expiration of a specified time, no less than seven (7) days after the date of deposit. The terms of each time deposit are governed by the terms of this Agreement and the terms of any Certificate of Deposit you receive.

Deposits and Withdrawals. You may not make deposits into or withdrawals from your time deposit account except during the grace period after its maturity. The grace period is stated on your Certificate.

Early Withdrawal Penalty. Withdrawal of any amount of the principal from your time deposit before maturity date is subject to penalties set forth in the terms of your Certificate.

Renewal. A Certificate of Deposit is issued in either single maturity or multiple maturity form. A single maturity Certificate will not earn interest after the maturity date. A multiple maturity Certificate will be automatically renewed for time periods equal to its original term at the applicable interest rate in effect on each renewal date.

FUNDS AVAILABILITY POLICY AND COLLECTION OF CHECKS (Regulation CC)

1st Source Bank's Funds Availability Policy. The Expedited Funds Availability Act, Title VI of the Competitive Equality Banking Act, and its implementing Regulation CC, were enacted to ensure prompt availability and use of the funds you deposit with banks. They also operate to expedite the collection and return of unpaid checks through the national payments mechanism.

The Bank's policy is generally to make funds from your deposit available to you on the first business day after we receive your deposit. Electronic direct deposit funds will be available on the day we receive the deposit. At that time, you can withdraw the funds in cash, and we will use the funds to pay checks that you have written.

The Bank's Funds Availability Policy does not apply to deposits of items payable in a medium other than United States funds or to deposits of checks drawn on a bank office located outside the United States. The availability of funds from these types of deposits may be delayed.

Determining the Availability of a Deposit. For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and federal holidays. If you make a deposit before the posted closing time or posted "cutoff" time on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit on a day we are not open or after the posted cutoff time, we will consider that the deposit was made on the next business day we are open. The cutoff time may vary by banking center. If the cutoff time is earlier than the banking center closing time, the cutoff time will be posted in the banking center.

If you make a deposit in a Bank Resource Center ATM **AFTER** 12:00 p.m. (noon) or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit in a Bank night depository **AFTER** 12:00 p.m. (noon) or the cutoff time otherwise posted, or on a business day we are not open, we will consider that the deposit was made on the next business day we are open.

The Bank may refuse any item to be deposited.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

Funds from the following deposits are available on the first business day after the day of your deposit:

- cash
- wire transfer
- U.S. Treasury checks payable to the depositor
- state and local government checks, Treasurer's, cashier's, certified, and teller's checks that are payable to the depositor
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders (if these items are payable to the depositor).

Our policy is to make funds available on local and non-local checks as follows:

Local checks. A deposit of local checks will be available on the first business day after the day of your deposit. A check is defined as a "local" check if it was deposited in the same Federal Reserve Regional Check Processing Center as the paying bank. Ask a 1st Source banker for your local routing numbers. All other checks with routing numbers other than those noted are defined as "non-local" checks. Routing numbers defining "local" checks may change from time to time due to changes in applicable law or regulation or as the Bank enters new markets.

Non-local checks. The first \$100 from a deposit of non-local checks will be available on the first business day after the day of your deposit. The remaining funds will be available not later than the fifth business day after the day of your deposit.

Longer Delays May Apply. In some cases, we will not make all the funds you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposit will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide it is necessary to take this action after you have left the premises, we will mail you the notice by the day after we received your deposit, or on the business day we learn of the reason requiring the delay.

If you need funds from a deposit immediately, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period of time under the following circumstances:

- if we believe a check you deposit will not be paid
- when you deposit checks totaling more than \$5,000 on any one (1) day
- when you redeposit a check that has been returned unpaid
- when you have overdrawn your account repeatedly in the last six (6) months
- if there is an emergency (such as failure of communications or computer equipment)

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

Holds on Other Funds (check cashing). If we cash a check for you that is drawn on another bank, 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.

Special Rules for New Accounts. If you are a new customer, the following special rules could apply during the first thirty (30) days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, 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 of your deposit if the deposit meets certain conditions – for example, the checks must be payable to you. 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 less than \$5,000 will be available on the fifth business day after the day of your deposit.

Check Endorsement Standards. You should be aware of special endorsement standards stated in Regulation CC of the Federal Reserve System. Failure to comply with these endorsement standards may make you responsible for loss resulting from a delay in return caused by endorsements that are not legible due to placement of endorsement or due to other printed or written text or numbers appearing on the back of the check. Check endorsements are to be wholly contained on the back of the check confined to the area within 1 1/2" from each item's trailing edge, i.e., the left edge of an item as you are looking at it from the front. Endorsements should be executed in black or dark blue ink.

Collection of Checks Policy. The customer appoints the Bank as its agent for the collection of checks, drafts, and other orders for the payment of money, including orders for payment in clearinghouse funds and wire transfers that the customer deposits with us. We will make the proceeds of these items available to the customer in accordance with our availability policy currently in effect.

All credits for non-cash items received for deposit are provisional subject to final settlement. The Bank or any of its correspondents, as agent for the customer, may accept the draft or credit of any bank or other payer in lieu of cash.

The Bank will exercise ordinary care in the handling of items of deposit and withdrawal per the standards and procedures established for the transaction involved.

Deposited Check Returns. The Bank can charge back to your account any item deposited that is returned unpaid. We may do this even if you have made withdrawals against those deposited checks. We may, at our discretion, send checks back for collection one or more times when they have been deposited to your account and returned unpaid. We have no liability for resubmitting these checks without notice to you.

Overdrafts. The Bank may pay or return any item that is drawn against insufficient funds. Honoring past overdrafts does not obligate the Bank to honor them in the future.

ELECTRONIC FUNDS TRANSFERS

Governing Rules. From time to time, you may be a party to an Automated Clearing House (ACH) entry or an electronic funds transfer that may be posted to your account as a credit or debit. With respect to ACH transactions, you agree to be bound by the rules and regulations of the National Automated Clearing House Association and any local clearinghouse used to effect such transactions, as those rules and regulations are in effect from time to time. With respect to other electronic funds transfers, you agree to be bound by any rules and regulations then in effect governing the use of any system through which such transfers are affected.

Notice. The Bank will notify you in your periodic account statement or other Account Information of any credit to or debit from your account resulting from the Bank's receipt of any electronic funds transfer instructions, and we will not be required to provide any other notice to you.

Final Payment. Any credit to your account resulting from an electronic funds transfer is provisional until the Bank receives final settlement for the funds. If the Bank does not receive final settlement for the funds, then you agree that the Bank may reverse the credit to your account or that you will

otherwise reimburse the Bank if funds in your account are not sufficient. If the Bank receives satisfactory documentation that a credit entry was made in error, or for an erroneous amount, the Bank may debit your account for the amount erroneously credited, or you agree to otherwise reimburse the Bank if funds in your account are insufficient. In the event that your electronic funds transfer payment to a receiver does not become final, your underlying obligation to that receiver will not be discharged. If an electronic funds transfer payment to you from another party does not become final, then that party's underlying obligation to you will not be discharged.

Compensation. In the event that you are entitled to compensation for failure to execute, or delayed or improper execution of, an electronic funds transfer as a result of the Bank's failure to exercise ordinary care, then our liability will be limited to the payment of interest accruing at the rate per annum equal to the average of the federal funds effective rate for that period.

Reliance on Account and Identifying Numbers. The Bank is not responsible for detecting errors in any funds transfer instruction. You acknowledge that funds transfers may be made on the basis of account number or other identifying number (including a bank transit routing number). The Bank and any receiving bank (including any beneficiary's bank and any intermediary bank) may rely on the account number or other identifying number of any bank, person, or bank account specified in the funds transfer instructions even if such numbers identify a bank, person, or bank account different from the bank, person, or bank account designated by name, and your obligation to pay the amount of the funds transfer instructions to the Bank is not excused in those circumstances.

Security Procedures. If electronic funds transfer instructions (including an amendment thereto or cancellation thereof) are communicated to the Bank by you or on your behalf other than in compliance with one of our approved methods (which currently are the following: telephoning the Bank's electronic funds transfer department or electronically transmitting instructions directly to the Bank's operations area using one of its approved products), and we accept those instructions in good faith, then you agree to be bound by those instructions, whether or not authorized, and you will be deemed to have refused the security procedures that the Bank offers and recommends as "commercially reasonable", and you will be obligated to pay the Bank the amount of each such instruction even if it was not authorized. However, you agree that the Bank is not obligated to accept any instruction that is communicated to us other than in compliance with one of our approved methods. We will not be responsible for refusing to act upon any instruction received that does not comply with one of our approved methods.

You acknowledge and agree that any requirement for confirmation or approval of any electronic funds transfer instructions communicated to the Bank using one of the approved methods or products is strictly for your internal control purposes only unless the applicable security procedures provide for verification of such additional authorization or the Bank agrees, in writing, that we will verify any such additional authorizations as part of the agreed-upon security procedures, and you agree to be bound by any and all funds transfer instructions as long as we have acted in good faith and in accordance with the applicable security procedures.

Payments. You agree to pay to the Bank the amount of each funds transfer instruction no later than the date on which we process it.



Your partners from the first®

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