

Indiana Business Bank Business Online Banking Agreement

This Business Online Banking Agreement (“Agreement”) between you and Indiana Business Bank, including the ACH Addendum attached hereto, govern your use of Business Online Banking, an electronic service that permits our customers to access financial services through the use of the World Wide Web. Accounts and services provided by Indiana Business Bank that you access through Business Online Banking are also governed by other agreements between Indiana Business Bank and you. In the event of a conflict between this Agreement and any other agreement or document, this Agreement will control with respect to online access to the services addressed. In this Agreement we will use the term “Business Online Banking” to refer to all services currently accessible by you through Business Online Banking. Additional services may be available in the future.

In addition to this Agreement and other Account agreements that have been separately provided to you, our Privacy Policy also applies to your Accounts. We suggest that you review these items in order to understand all of your relative rights and responsibilities in connection with your use of Business Online Banking.

You may use Business Online Banking to access your Accounts through the Internet. Currently, you can access your savings, checking and loan accounts, subject to any regulatory restrictions that may apply.

Terms Used in this Agreement

- “We,” “us,” “our” refer to Indiana Business Bank, an FDIC insured Indiana chartered bank;
- “You” or “your” refers to the owner of an Indiana Business Bank account.
- “Authorized Representative/s” refers to a person whom you authorize to transact business on your Account by delivering to us a written document that shows the person has the authority to act with respect to your account. We may continue to recognize the authority of an Authorized Representative until we have received and had a reasonable time to act upon written notice from you that a previously Authorized Representative is no longer authorized to transact business on your Account.
- “Account” refers to any business deposit or loan account maintained at Indiana Business Bank and not maintained for personal, family or household use.
- “ACH Addendum” refers to the addendum to this Agreement that is required to activate the Indiana Business Bank ACH module.
- “Client Authorization” refers to your Application signed by an Authorized Signer for Business Online Banking services.
- “Contact Information Sheet” is information provided by you and retained by Indiana Business Bank to identify the respective accounts that can be accessed by certain Authorized Representatives and to limit the types of authorized transactions.
- “Cut-Off Schedule” is the schedule of cut-off times published by the Bank, which is attached hereto. Bank reserves the right to amend the schedule from time to time, in its sole discretion, as conditions merit.

Business Online Banking Services

To use Business Online Banking you need:

- An Indiana Business Bank business account;
- Service through an Internet service provider;
- A computer and Microsoft Internet Explorer version 5.5 or above and 128 bit SSL (Secured Sockets Layer) encryption, and
- A Business Online Banking ACCESS ID and PASSWORD for each Authorized Representative

You may use online Business Banking to:

- Transfer funds between your linked Accounts, either on a one-time or recurring basis
- Make payments to your INDIANA BUSINESS BANK loans
- Draw on available credit facilities and transfer to Checking, subject to satisfaction of the terms and conditions stated in the promissory note(s) and any other documents executed in connection with the credit facilities..
- Make Tax Payments
- Request Wire Transfers
- Transfer funds to external accounts via ACH, including direct deposit of payroll
- Place Stop Payments on checks
- View previous day balance information for your linked checking, money market deposit, loan and savings accounts
- Review transactions for the current statement cycle and transactions from your previous bank statement for up to 30 business days after your statement cycle end date

Accepting the Agreement

You understand that by using Indiana Business Bank *Business Online Banking Services*, or by authorizing others to use them, you have agreed to the terms and conditions of this Agreement. You agree to use Business Online Banking solely as provided in this Agreement. When any transfer, payment or online service generates items to be charged to your Indiana Business Bank Account, you agree that we may debit your Account without requiring a signature by an Authorized Representative on the item and without prior notice to you. We may, from time to time, introduce new Business Online Banking services. When this happens, we will update the Business Online Banking Website to include them. By using any Business Online Banking service, you agree to be bound by the terms contained in this Agreement at that time.

Changes in Terms/Fees

We may change the Business Online Banking services, including adding or eliminating services, and the terms, including fees, set forth in this Agreement and on any addendum or schedule attached to or provided to you with this Agreement at any time. You will be notified of any such change and of the effective date of such change as required by applicable law, either by mail or by an electronic message. You understand that by using Business Online Banking after a change becomes effective, you have agreed to the change in terms.

Maintaining Your Accounts

You agree to properly maintain your Accounts, to comply with the rules and agreements governing your Accounts, and to pay any fees associated with the use or maintenance of your Accounts. Any issue relating to an Account shall be governed by the law(s) specified in the agreement for that Account or service.

Your linked Accounts can be viewed and accessed in Business Online Banking. Your Accounts will continue to be governed by the Terms and Conditions of your Account Agreements and your loan agreements. In addition, each Account and Business Online Banking service is subject to the following:

- Terms or instructions appearing on a screen when using Indiana Business Bank Business Online Banking Services.
- Indiana Business Bank' rules, procedures and policies applicable to your Accounts;
- Rules and regulations of any funds transfer system used in connection with Business Online Banking; and
- Applicable state and federal laws and regulations.

Access to Business Online Banking

To access Business Online Banking Services you, and each Authorized Representative, must have an ACCESS ID and a PASSWORD and the required hardware and software. You are solely responsible for having the required hardware and software and for securing an Internet Service provider. Subject to the terms of this Agreement, Business Online Banking will generally be able to access your Accounts at the <http://www.indianabusinessbank.com> Internet site seven days a week, 24 hours a day. A transfer between your linked Accounts requested through Business Online Banking before the transfer cutoff time, as stated in the Cut-Off Schedule, on a business day will be posted to your Account the same day. All transfers requested after the transfer cutoff time on a business day or on a day that is not a business day, will be posted on the next business day. Every day is considered to be a business day except for Saturdays, Sundays, and banking holidays.

At certain times, Business Online Banking may not be available due to system maintenance or circumstances beyond our control. If Business Online Banking is not available between 8:30 AM and 5:00 PM CST, Monday through Friday, you may call us at (317) 218-2180.

Password and Access ID

A separate PASSWORD and ACCESS ID will be given to you and each of your Authorized Representatives allowing access to Business Online Banking. During the first logon session, you and each of your Authorized Representatives will be required to change the password we send to you in your password letter. Thereafter, passwords can be changed online at any time for Business Online Banking. Online passwords are case sensitive and must be at least seven to twelve alpha and numeric characters. We recommend that your passwords be changed regularly.

You will be responsible for contacting Indiana Business Bank each time you would like to delete or modify an Authorized Representative's access to your Account(s).

We are entitled to act on instructions received under your PASSWORD and ACCESS ID and those of each Authorized Representative. You are responsible for familiarizing all Authorized Representatives with the terms of this Agreement and for keeping, and causing your Authorized Representatives to keep Business Online Banking PASSWORDs and ACCESS IDs confidential.

Electronic Mail (E-mail)

You can communicate with us via e-mail at bonlinebanking@indianabusinessbank.com. Please remember that we will not immediately receive an electronic message sent by you. If you need to contact us immediately, please call (317)218-2180. No action will be taken on any electronic message you send to us until we actually receive your message and have a reasonable opportunity to act upon it. You cannot use e-mail to make an Account balance inquiry, a stop payment or a funds transfer. You cannot use e-mail to cancel a transfer or to make a loan payment. Never send us your Business Online Banking ACCESS ID, PASSWORD or other sensitive Indiana Business Bank Account information via e-mail.

Account Statements

All of your daily transactions, payments, and funds transfers will appear on Business Online Banking and on your Account statement(s). You can access transactional information for your current statement cycle. Your previous bank statement may be available for up to 30 days after your statement cycle end date.

Account Access

You choose the Accounts that you want access to through Business Online Banking. The security levels of your Authorized Representatives, and their respective limits on online access times is established via the Contact Information Sheet you provided us at account set-up.

Business Days

Our business days ("Business Days") are Monday through Friday, except bank holidays. Although transfers are processed only on business days, you can initiate a transaction through Business Online Banking 24-hours a day, seven days a week, except during maintenance periods; however, a transfer that is requested after the applicable cut-off time on a business day stated in the Cut-Off Schedule, or on a day that is not a business day will be completed on the next business day. Internal transfers initiated by the cut-off time published in the Cut-Off Schedule., will be posted on the current business day.

Loan Payoffs

Business Online Banking contains an area that allows calculation of your loan payoff amounts. These payoff amounts are estimates only and are not considered the loan's actual payoff amount. If you are interested in obtaining an actual, legal payoff balance you must contact the bank at (317) 218-2180 or write us. *We are not obligated to accept payoff amounts generated in Business Online Banking as full payment of any loan.*

ACH Credit and Debit Entries

We will initiate properly completed ACH Credit and Debit Entries (subject to funds availability) that is requested by an Authorized Representative, on the business day that the request was received (or a future requested business day) provided the requests are received by us prior to the cutoff time published in the Cut-Off Schedule so long as you are in compliance with the Business Online Banking ACH Addendum attached hereto. You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time. Your specific duties and responsibilities set forth in this Agreement and the ACH Addendum shall in no way limit this undertaking.

Funds Transfer

We will initiate each properly authorized and completed Funds Transfer Request, as defined by Article 4A of the Uniform Commercial Code ("UCC4A"), on the date requested if the Funds Transfer Request is initiated and is received by us prior to the cutoff time published in the Cut-Off Schedule. Funds Transfer Requests received after the cutoff time will be initiated on the next business day. Funds Transfer Requests will be initiated only if the request includes all required information, and subject to availability of funds in your Account. We may make payments solely on the basis of the account number provided as proper identification of the intended beneficiary.

We shall not be liable for any delay or refusal to honor instructions for a transfer or related act if, in good faith, we are unable to satisfy ourselves that the instructions are given by an Authorized Representative. Our failure to verify or authenticate the transactions shall not be evidence of any failure to exercise reasonable care or good faith. If you did not authorize a payment order, the applicable provisions of UCC 4A will govern liability.

We agree to make reasonable efforts to complete all fund transfers as requested. We will be responsible for acting only on those instructions actually received by us and do not assume responsibility for malfunctions in communications facilities or acts of others not under our control that may affect the accuracy or timeliness of messages you send. We are not responsible for any loss or harm to you if you provide us with incorrect wire instructions or if your instructions are not received prior to the applicable cutoff times.

You have no right to cancel or amend a transfer after we initiate it. We may attempt to revoke an order, which has not been executed if the request is received in a time and manner that gives us a reasonable time to act upon it; however we make no warranty as to our ability to revoke or cancel a transfer once it is initiated. You agree to hold us harmless against claims of third parties when you revoke or cancel any Funds Transfer instructions.

Stop Payment Requests

We will accept online requests from an Authorized Representative to stop payment on any check, except for cashier's checks, official checks, teller's checks or other cash equivalent items. We will process requests received prior to the cutoff time published in the Cut-Off Schedule on the same business day received. Requests received after the cutoff time on a business day or on a day that is not a business day will be processed on the next business day. We must receive a stop payment request at a time and manner that will give us a reasonable opportunity to act upon it prior to presentment of the item.

STOP PAYMENT REQUESTS ARE NOT EFFECTIVE IF, EITHER BEFORE OR WITHIN 24 HOURS OF WHEN THE STOP PAYMENT ORDER WAS PLACED, WE HAVE ALREADY CASHED THE ITEM OR BECOME OTHERWISE LEGALLY OBLIGATED FOR ITS PAYMENT. STOP PAYMENT REQUESTS ARE PROCESSED ELECTRONICALLY. WE WILL ASSUME NO RESPONSIBILITY IF ANY INFORMATION PROVIDED TO US IS INCORRECT, INCOMPLETE OR IN A MANNER THAT WOULD RESULT IN THE CHECK BEING PAID (i.e., incorrect check number, amount, account number or date). ONCE PLACED, THE STOP PAYMENT ORDER WILL REMAIN IN EFFECT FOR SIX MONTHS FROM THE DATE WHEN IT WAS MADE. AN AUTHORIZED REPRESENTATIVE MAY RENEW THE STOP PAYMENT ORDER FOR AN ADDITIONAL SIX-MONTH PERIOD WHEN THE EXPIRATION DATE ARRIVES. YOU ARE RESPONSIBLE FOR MONITORING THE EXPIRATION OF STOP PAYMENTS. NO NOTICE WILL BE PROVIDED TO YOU THAT A STOP PAYMENT IS EXPIRING. A fee will be charged for each stop payment and extension thereafter.

In order to cancel a stop payment, an Authorized Representative is required to fax or deliver a written request to Indiana Business Bank at 250 East 96th Street, Suite 100, Indianapolis, IN 46240. Stop payments cannot be canceled online, by telephone, or via e-mail.

LIABILITY

Your Responsibility to Notify Us

Call us IMMEDIATELY at (317) 218-2180 if you believe that any ACCESS ID or PASSWORD has been lost or stolen, or if you believe someone has transferred or may transfer money from your Indiana Business Bank Account without your permission, or if you suspect any fraudulent activity on your Indiana Business Bank Account.

Contact by Indiana Business Bank or Affiliated Parties

No Indiana Business Bank employee will contact you via e-mail or by telephone requesting your Online ACCESS ID or your PASSWORD. If you are contacted by anyone requesting this information, please alert us immediately.

Our Liability

Our liability to you is limited to the extent stated in any other Account and/or loan agreements, notices, and other disclosures that have been or are separately provided to you from time to time regarding your Indiana Business Bank Accounts and/or this Agreement. This section explains the complete extent of our liability to you only to the extent that it has not been separately disclosed to you under any other agreements, notices, or disclosures.

NEITHER INDIANA BUSINESS BANK, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE PERFORMANCE OR QUALITY OF THE INDIANA BUSINESS BANK ONLINE BANKING SERVICES OR THE RESULTS THAT MAY BE OBTAINED FROM USING THE INDIANA BUSINESS BANK ONLINE BANKING SERVICES. INDIANA BUSINESS BANK SPECIFICALLY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF MERCHANTABILITY OR WARRANTIES AGAINST INFRINGEMENT.

NEITHER INDIANA BUSINESS BANK, NOR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS SHALL BE LIABLE FOR ANY DAMAGES OR LOSSES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, RESULTING FROM OR CAUSED BY THE USE, OR ATTEMPTED USE, OF THE INDIANA BUSINESS BANK ONLINE BANKING SERVICE, OR ITS CONTENT, INCLUDING, WITHOUT LIMITATION, LOSSES RELATED TO: YOUR USE, OR INABILITY TO USE, THE INDIANA BUSINESS BANK ONLINE BANKING SERVICE; ANY ERRORS, OMISSIONS OR DEFECTS IN ANY CONTENT; ANY INTERRUPTIONS OR DELAYS IN TRANSMISSION TO THE INDIANA BUSINESS BANK ONLINE BANKING SERVICE; OR COMPUTER VIRUSES OR WORMS RECEIVED BY YOU AS A RESULT OF YOUR USE OF THE INDIANA BUSINESS BANK ONLINE BANKING SERVICE. IN ANY EVENT, ANY LIABILITY OF INDIANA BUSINESS BANK, ITS EMPLOYEES, AGENTS, CONTENT PROVIDERS AND LICENSORS SHALL NOT EXCEED THOSE AMOUNTS SPECIFICALLY PROVIDED FOR IN THIS AGREEMENT.

Further, we will not be obligated to honor, in whole or in part, any transaction or instruction which:

- Is not made in accordance with any term or condition applicable to the relevant service in this Business Online Banking Agreement or your Indiana Business Bank Account Agreement;
- We have reason to believe may not have been authorized by you or any third person whose authorization we believe is necessary, or which involves funds subject to a hold, dispute, restriction or legal process that we believe prevents their withdrawal;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- Is not made in accordance with any other requirement of our applicable policies, procedures or practices; or
- We have reasonable cause not to honor for your protection, or ours.

Indemnification

Except to the extent of Indiana Business Bank' liability pursuant to the terms of this Agreement or any other agreement or notice that otherwise governs your Indiana Business Bank Account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from any and all loss, liability, claims, demands, judgments and expenses (including attorney's fees) arising out of, or in any way connected with, your use or misuse of Business Online Banking. This indemnification is provided without regard to whether our claim for indemnification is due to the use of Business Online Banking by you, or your Authorized Representative.

Corporate and Partnership Authorizations

You represent that each Authorized Representative who has been issued an ACCESS ID AND PASSWORD has general authority from your organization to give instructions within the access capability associated with such ACCESS ID AND PASSWORD (including general authority over the movement of your organization's funds and over accounts with Indiana Business Bank), all as evidenced by the banking resolution, partnership declaration or other agreements you have provided to Indiana Business Bank, and that Indiana Business Bank has full authorization from your organization to rely and act upon instructions identified by such ACCESS ID AND PASSWORD.

Protecting your Password

You agree that we may send notices and other communications, including your ACCESS ID AND PASSWORD, to the current address shown in our records, whether or not that address includes a designation for delivery to the attention of any particular individual. You further agree that Indiana Business Bank will not be responsible or liable to you in any way if information is intercepted by an unauthorized person, either in transit or at your place of business. You agree to: 1) keep your PASSWORD secure and strictly confidential, providing it only to authorized representatives on your Account(s); 2) instruct each person to whom you give a PASSWORD that he or she is not to disclose it to any unauthorized person; and 3) immediately notify us and select a new PASSWORD if you believe a PASSWORD may have become known to an unauthorized person.

INDIANA BUSINESS BANK WILL HAVE NO LIABILITY TO YOU FOR ANY UNAUTHORIZED PAYMENT OR TRANSFER MADE USING YOUR PASSWORD THAT OCCURS BEFORE YOU HAVE NOTIFIED US OF POSSIBLE UNAUTHORIZED USE AND WE HAVE HAD A REASONABLE OPPORTUNITY TO ACT ON THAT NOTICE. We may suspend or cancel your PASSWORD even without receiving such notice from you, if we suspect a PASSWORD is being used in an unauthorized or fraudulent manner.

Acknowledgement of Commercially Reasonable Security Procedures

By using Online Business Banking, you acknowledge and agree that this Agreement sets forth security procedures for electronic banking transactions that are commercially reasonable. You agree to be bound by instructions, whether authorized or unauthorized, which we implement in compliance with these procedures, unless you have given us prior notice of possible unauthorized use as described above (and we had a reasonable opportunity to act on such notice).

Limitation of Indiana Business Bank's Liability

If we fail or delay in making payment or transfer pursuant to your instructions, or if we make a payment or transfer in an erroneous amount which is less than the amount per your instructions, unless otherwise required by law, our liability shall be limited to interest on the amount which we failed to timely pay or transfer, calculated from the date on which the payment or transfer was to be made until the date it was actually made or you canceled the instructions. We may pay such interest either to you or the intended recipient of the payment or transfer, but in no event will we be liable to both parties, and our payment to either party will fully discharge any obligation to the other. If we make a payment or transfer in an erroneous amount which exceeds the amount per your instructions, or if we permit an unauthorized payment or transfer after we have had a reasonable time to act on a notice from you of possible unauthorized use as described above, unless otherwise required by law our liability will be limited to a refund of the amount erroneously paid or transferred, plus interest thereon from the date of the payment or transfer to the date of the refund, but in no event to exceed 60 days' interest. If we become liable to you for interest compensation under this Agreement or applicable law, such interest shall be calculated based on the average federal funds rate at the Federal Reserve Bank in the district where the Bank is headquartered for each day interest is due.

UNLESS OTHERWISE REQUIRED BY LAW, IN NO EVENT WILL WE BE LIABLE TO YOU FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR ATTORNEYS' FEES, EVEN IF WE ARE ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

GENERAL PROVISIONS

Termination

Unless otherwise required by applicable law, Indiana Business Bank may terminate this Agreement and/or your access to Business Online Banking, in whole or in part, at our discretion at any time. You may terminate this Agreement by delivering written notice to Indiana Business Bank at 250 East 96th Street, Suite 100, Indianapolis, IN 46240. If reinstated, the current terms of this Agreement will control. You may request reinstatement of Business Online Banking by calling Indiana Business Bank at (317) 218-2180.

Assignment

We may assign our rights and delegate our duties under this Agreement to a company affiliated with us or to any other party. We may also assign or delegate certain of our rights and responsibilities under this Agreement to independent contractors or other third parties.

Notices

UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR BUSINESS ONLINE ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

Disclosure of Information

The circumstances under which we will disclose information about you or your Indiana Business Bank Accounts, has been separately disclosed to you in our Privacy Policy and in other disclosures which have been provided directly to you. Our Privacy Policy may change from time to time and is always available on-line and at our banking locations.

Authorization to Obtain Information

You agree that we may obtain and review your credit report from a credit bureau at any time during the life of this Agreement.

Areas of Service

Business Online Banking services are available through Indiana Business Bank and are generally available only to businesses whose principal officers are located in Indiana and are solely offered to business registered to do business in the United States of America.

Venue

Any action at law, suit in equity or other judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of Indiana.

Legal Process

If we are served with any notice of lien, attachment, levy, garnishment or other legal process relating to you or your Indiana Business Bank Account, we are authorized without notice to you or any joint Account Holder, except where required by law, to withhold the withdrawal or payment of so much of the funds in your Indiana Business Bank Account that may be the subject of such notice or legal process. We may disburse such amount out of your Account to a court or to such persons as applicable state or federal law either requires or permits because of such powers. We have no liability to you for such withholding or disbursements or for refusal by us to permit withdrawals or payment against your Account because of a court order or other legal process, including the return by us of items presented against your Account as unpaid that otherwise would be paid. Any lien, attachment, levy, or garnishment against your Account is subject to our right of set-off as provided in the Agreement unless prohibited by law. You agree to pay our costs and expenses for complying with such legal process, including legal costs and attorney's fees, costs of research and copying and administrative fees.

Arbitration

You and we agree that all disputes, claims and controversies between us, whether individual or joint in nature, arising from this Agreement shall be arbitrated pursuant to the Rules of the American Arbitration Association in effect at the time the claim is filed. No act to take or dispose of any property shall constitute a waiver of this arbitration agreement or be prohibited by this arbitration agreement. This includes without limitation, obtaining injunctive relief or a temporary restraining orders. Judgment upon any award rendered by any arbitrator may be entered in any court having jurisdiction located in Indiana. Nothing in this Agreement shall preclude any party from seeking equitable relief from a court of competent jurisdiction. The statute of limitations which would otherwise be applicable in an action brought by a party shall be applicable in any arbitration proceeding, and the commencement of an arbitration proceeding shall be deemed the commencement of an action for these purposes.

The Federal Arbitration Act shall apply to the construction, interpretation and enforcement of this arbitration provision.

Governing Law

This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Indiana.

Authorization – By signing below you are acknowledging receipt of the terms and conditions contained in the Indiana Business Bank Business Online Banking Agreement to which you agree to be bound.

Account Name: _____

Authorized Signer: _____ Title: _____

Email Address: _____

Signature: _____ Date: _____

ACH ADDENDUM

IN THIS ADDENDUM, the words "user", "you" and "your" mean an ACH customer. "We", "us", and "our" means Indiana Business Bank.

What this Addendum Covers

This Addendum to the Business Online Banking Agreement between you and Indiana Business Bank governs your ability to initiate credit and debit transactions ("Entries") within Business Online Banking pursuant to the terms of this Agreement and the rules of the National Automated Clearing House Association ("NACHA") through us to accounts maintained at Indiana Business Bank or in other banks and financial institutions through the Automated Clearing House ("ACH") and our willingness to act as an Originating Depository Financial Institution with respect to such Entries.

Accepting the Addendum

You understand that by using ACH, you have agreed to the terms and conditions of this Addendum. You agree to use ACH services solely as provided in this Addendum.

ACH Transfers

An ACH (Automated Clearing House) transfer is defined as an electronic signal for paperless entries through Bank to accounts maintained at Bank and/or in other financial institutions, by means of an automated clearinghouse. If any transfer hereunder is an ACH transfer, both Bank and Client will comply with the Operating Rules of the National Automated Clearing House Association (NACHA), as amended from time to time. Bank shall maintain a copy of the applicable rules of NACHA as currently in effect from time to time and provide same to Client upon request.

Requests for ACH transfers may be made by (check all appropriate methods)

CCD (Cash Concentration and Disbursement):

CCD+ (CCD plus addenda for electronic transfers):

CTX (Corporate Rate Exchange):

PPD (Preauthorized Payment and Deposit);

and/or other accepted credit/debit entries in compliance with the formatting requirements.

The Client hereby establishes and notifies the Bank of the following transfer limits:

Funds Transfers:

Daily Transfer Limit	Monthly <u>Aggregate</u> Transfer Limit
\$ _____	\$ _____

Client Initials _____

File Transfers:

Daily Transfer Limit	Monthly <u>Aggregate</u> Transfer Limit
\$ _____	\$ _____

Client Initials _____

Bank will notify Client by telephone at (____) _____ or electronic transmission by email at _____ of the receipt of a returned entry from the ACH operator no later than one business day after the business day of receipt.

ACH Templates

You are responsible for requesting the creation of ACH Templates by contacting your Cash Management Representative at (317) 218-2180 and to provide us with written notice of the Template content. You are unable to change a Template online after it has been created.

Operating Rules and Guidelines

Indiana Business Bank will maintain a copy of the applicable NACHA Operating Rules applicable to ACH transactions in effect on the date of this Agreement, and will make them available to you upon request. You agree to comply with and be subject to the applicable NACHA Operating Rules, as amended from time to time. Your specific duties and responsibilities set forth in this Addendum shall in no way limit this undertaking. All undefined capitalized terms used in this Addendum shall have the meanings given them in the Operating Rules.

Maintaining Your Settlement Account

You agree to properly maintain a Settlement Account with Indiana Business Bank, to comply with the procedures and regulations governing these accounts, and to pay any fees associated with the use or maintenance of these accounts.

1. You will maintain in your Settlement Account, as of the settlement date, immediately available funds sufficient to cover all Entries initiated by you. The "Settlement Date" is the day funds are deposited to or withdrawn from the Settlement Account pursuant to an ACH transfer.
2. You authorize us, without prior notice or demand, to debit your Settlement Account on the settlement date in the amount of each debit Entry.
3. You also authorize us, without prior notice or demand, to debit your Settlement Account for any other amount payable under this Agreement and to credit the Settlement Account for any amount payable to you.
4. Settlement for Entries will be made to your account on the Settlement Date, either by crediting or debiting your account for the total amount of readable Entries processed.
5. Your total ACH Entries outstanding at any point in time will not exceed your approved ACH Exposure Limit that will be separately provided to you and may be amended from time to time.

6. You agree to immediately provide sufficient available funds to indemnify Indiana Business Bank if any credit Entry is rejected after you have withdrawn the funds made available as a result of a credit Entry or if any adjustment relating to any debit Entry is received by us.
7. You agree to grant Indiana Business Bank a security interest in all your accounts and property in our possession to secure payment of your obligations under this Addendum.

Origination of Entries

You agree to abide by our procedures and deadlines for originating Entries that may change from time to time. You agree to conform all Entries to the format, content, and other specifications contained in the Operating Rules.

1. You agree to obtain a signed Authorization Agreement from your own employees and customers permitting you to initiate Entries to your employees' and customers' accounts at their bank's. You agree to retain the original or a copy of each such authorization for a period of six (6) years after revocation or termination of such authorization and to provide a copy of each authorization within a reasonable time upon request by us.
2. We will notify you by facsimile transmission to the number listed on the attached Contact Information Sheet of all Notifications of Changes received by Indiana Business Bank related to Entries transmitted by you no later than two (2) business days after we receive them. You agree to make reasonable efforts to correct the information within six (6) banking days, or prior to your next ACH transmission to us, which ever is later.
3. You may process an ACH Template by selecting the Template and entering the date and dollar amount. Each transaction is limited to one debit and one credit. Additional Templates must be set up by your Corporate Cash Management Representative.
4. We process ACH files continuously during the day. You may submit corrections, reversals or changes of ACH Entries to us telephonically on the day the original information was scheduled for processing. We will make our best efforts to terminate an ACH Entry if we receive your request telephonically at 317-218-2180 at a reasonable time prior to its release if your request contains all of the required information. We may request that you provide us written confirmation of the request.
5. If you discover an erroneous entry, you should contact us at (317) 218-2180. We will, consistent with the Operating Rules, use our best efforts on your behalf to cancel the erroneous information. You agree to indemnify us and hold us harmless from any and all claims, demands, liabilities or expenses resulting directly or indirectly from our actions.
6. No later than one business day after the business day of receipt, we will notify you by fax of a returned debit Entry for more than \$5,000 or a returned credit Entry. We have no obligation to retransmit a returned Entry to the ACH.

Security Procedures

You agree to designate Authorized Representatives to act on your behalf that shall have the authority to authorize all actions necessary in the preparation and generation of your Entries. You agree that we shall not be under a duty to inquire as to the authority or propriety of any instructions given to us by you or any of your Authorized Representatives, and we shall be entitled to rely upon all ACH instructions conveyed to us.

We shall be entitled to act upon the instructions of any person whom we reasonably believe to be your Authorized Representative, whether or not you have authorized such instructions. We shall not be liable for any loss, cost, expense or other liability arising out of any such instructions.

ACH Exposure Limit Documentation

In the event services requested by you may result in credit exposure to Indiana Business Bank, we may limit our exposure by transaction volume or dollar amount and may refuse to execute transactions that exceed any such limit. You agree, when requested by us, to provide financial information and statements and other documentation that we may request to evaluate our credit exposure and your credit worthiness.

Cancellation

This Addendum will remain in effect until you or Indiana Business Bank cancels it. You understand that you may cancel this Addendum at any time by notifying us electronically or by mail addressed to your local Indiana Business Bank office. This will cancel any ACH services you have agreed to, but it will not terminate your Accounts with Indiana Business Bank.

Indiana Business Bank may cancel this Agreement and terminate your use of ACH for any reason, at any time. We intend to notify you of this in advance, but we are not obligated to do so.

Limit of Indiana Business Bank and Other Providers' Responsibility

Indiana Business Bank agrees to make reasonable efforts to ensure full performance of ACH. We will be responsible for acting only on those instructions that are actually received and cannot assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send. Indiana Business Bank is not responsible for any losses or delays in transmission of instructions arising out of the use of any participating bank. We are not responsible should you give us incorrect instructions or if your payment instructions are not given prior to the Bank's cut off times. If a third-party service provider sends Entries to us on your behalf, you acknowledge that the third-party service provider is your agent and you agree that you shall require any third-party service provider to fully comply with all of the terms and conditions set forth in this Agreement.

You agree to indemnify each participating bank, NACHA, and the Federal Reserve Bank from all claims, demands, liabilities or expenses resulting from any failure on your part to exercise reasonable care in the creation of or presentment of Entries, or to comply with any of the provisions of the Operating Rules.

Any information you receive from Indiana Business Bank is believed to be reliable. However, it can only be provided on a best-efforts basis and is not guaranteed. We are not liable for any deficiencies in the accuracy, completeness, availability or timeliness of such information or for any investment or other decision made using this information.

Except as otherwise provided in your Account agreements, which have been separately provided to you, and, in the absence of negligence on the part of Indiana Business Bank, neither Indiana Business Bank, nor any participating bank is responsible for any direct, indirect, special, incidental or consequential damages arising in any way out of the use of Indiana Business Bank' ACH services.

Customer Service

If you need assistance with ACH, or if you need to communicate with us, you may contact us by telephone at (317) 218-2180.

Authorization – By signing below you are acknowledging receipt of the terms and conditions contained in the Indiana Business Bank Business Online Banking Agreement to which you agree to be bound.

Account Name: _____

Authorized Signer: _____ Title: _____

Email Address: _____

Signature: _____ Date: _____