



OLD NATIONAL BANK

SCHEDULE H: REMOTE DEPOSIT CAPTURE SERVICE

Version 07/2015

1. **BACKGROUND.** Old National offers the Program for the electronic clearing of checks, which enables Customer to convert checks to electronic items and to transmit those items electronically for deposit into Customer's Account at Old National. Customer desires to use the Program to electronically transmit and process checks for deposit and collection purposes.
2. **DEFINITIONS.** Capitalized terms used in this Schedule H shall have the meanings indicated in Section 6 of this Schedule H. If not defined in this Schedule H, capitalized terms used in this Schedule H shall have the meanings indicated elsewhere in the Agreement.
3. **SUB-LICENSE.** Subject to the terms and conditions of the Agreement and this Schedule H, Old National hereby grants Customer a non-exclusive, non-transferable sub-license to: (i) use the Software for those portions of the Program selected by Customer, solely for processing Checks in connection with Customer's own business operations, in accordance with the Documentation and solely on Authorized Equipment; (ii) copy and use the Documentation solely to support Customer's authorized use of the Software; and (iii) copy any Software actually delivered to Customer solely for archival or backup purposes. Customer agrees to abide by the provisions of this Schedule H with respect to the Software and Documentation.
4. **CUSTOMER OBLIGATIONS.** Customer represents and warrants that with respect to each Check processed by Customer hereunder and the corresponding Electronic Item: (i) the Electronic Item is a digitized image of the front and back of the Check and accurately represents all of the information on the front and back of the Check as of the time Customer converted the Check to an Electronic Item; (ii) the Electronic Item contains all endorsements applied by parties that previously handled the Check in any form for forward collection or return; and (iii) all transfer and presentment warranties made under applicable law and the Account Agreement.

It is Customer's responsibility and obligation to obtain Authorized Equipment for use of the Software. Under certain circumstances, Old National may assist Customer in obtaining Authorized Equipment through a preferred provider. In the event Old National does assist Customer in obtaining such Authorized Equipment, Customer acknowledges that Old National does not make any representations or warranties with respect to such Authorized Equipment and disclaims all liability associated with the operation of such Authorized Equipment.

5. **DEFINITIONS.** The terms set forth below are used in this Schedule H with the following meanings (*the definitions below shall only apply when such terms are used in Schedule H and shall not apply when such terms are used outside of this Schedule H*):

Account means Customer's account at Old National into which Checks transmitted electronically will be deposited.

Account Agreement with respect to any Account means Old National's standard deposit agreements and disclosures governing the Account, as they may be amended from time to time.

Authorized Equipment means equipment that has been approved by Old National for use with the

Software.

Check means a draft that is payable on demand, drawn on or payable through or at an office of a United States Financial Institution, whether negotiable or not, and payable or endorsed to Customer, and includes Original Checks and Substitute Checks. Such term does not include Noncash Items, E-bonds or items payable in a medium other than United States money. [Note: Old National's processing of items that do not meet this definition shall not constitute a waiver by Old National or obligate it to process nonconforming items in the future. Old National may discontinue processing of nonconforming items at any time, without cause or prior notice.]

Documentation means all documentation, manuals and instructions relating to the Program or the Authorized Equipment which Old National provides to Customer from time-to-time pursuant to this Agreement and Schedule H, including without limitation documentation regarding installation and use of the Software.

Electronic item means a digitized image of a Check, an Image Exchange Item, or any other electronic version of a Check or other electronic item (such as items processable through the automated clearinghouse (ACH) system) approved by Old National for processing through the Program.

Image Exchange Item means a digitized image of a Check cleared and settled directly with a Payor Financial Institution without conversion to a Substitute Check.

Non-cash Item means an item that would otherwise be a Check, except that: (i) a passbook, certificate or other document is attached; (ii) it is accompanied by special instructions, such as a request for special advice of a payment or dishonor; (iii) it consists of more than a single thickness of paper, except a Check that qualifies for handling by automated check processing equipment; or (iv) it has not been preprinted or post-encoded in magnetic ink with the routing number of the Payor Financial Institution.

Original Check means the first paper Check issued with respect to a particular payment transaction.

Payor Financial Institution means the United States Financial Institution ordered in a Check to make payment to the payee(s) named on the Check.

Program means collectively the procedures, protocols, and software used by Old National and its licensors and contractors in connection with the electronic processing of Checks, and includes without limitation the Software and the Services.

Regulation CC means 12 C.F.R. Part 229, as it may be amended from time to time.

Services means the services described in Exhibit B to be provided by Old National, or an agent or designee of Old National, to enable Customer to process Checks digitally and through Substitute Checks.

Software means that portion of the software developed, licensed and/or provided by Old National and its licensors for operation of the Program, that Old National delivers or provides to Customer hereunder.

Substitute Check means a paper reproduction of a Check that satisfies the requirements and definition of "substitute check" set forth in Regulation CC.

United States Financial Institution means (i) any person, located in the United States, engaged in the business of banking; (ii) a Federal Reserve Bank; (iii) a Federal Home Loan Bank; and (iv) to the extent it acts as a payor, the U.S. Treasury, the U.S. Postal Service, or a State or local government.

6. Service Terms - Old National Responsibilities.

- 6.1 Old National will deliver to Customer, or otherwise provide access to, the Software.
- 6.2 Upon mutual agreement, Old National may provide installation and training support for Customer's implementation of the Program. Any onsite installation or training support shall be on such terms and conditions as the parties agree, including reimbursement for Old National's reasonable travel costs, installation and training services.
- 6.3 Old National will provide maintenance and support for the Software as reasonably necessary to permit Customer's processing of Checks through the Program. Such maintenance and support shall include (i) corrections, work-arounds and bug fixes; (ii) such modifications, enhancements and updates as Old National elects to make generally available to its customers; and (iii) telephone support to Customer during Old National's regular business hours.
- 6.4 Old National will accept for deposit to the designated Account digitized images of Checks that are transmitted to Old National in compliance with this Agreement and Schedule H. Digitized images shall be deemed received upon successful receipt of the transmission of such images that are complete, usable, and adhere to the data specifications set forth in the Documentation and email notification from Old National to the Customer confirming the transaction. If the digitized images are not complete, are not useable, or do not adhere to such data specifications, the images may not be processed by Old National or its agents, in which event Customer's deposit will be adjusted and notification will be provided.
- 6.5 Customer's digitized images will be processed after Old National has received Customer's transmission of the digitized images. Old National will use commercially reasonable efforts to present Image Exchange Items and Substitute Checks for collection. Unless Old National notifies Customer otherwise, Old National will provide ledger credit to the Account for all items transmitted by Customer and received by Old National in accordance with the requirements of this Agreement, Schedule H and the Documentation, and within the funds availability policy and timelines established by Old National from time to time.
- 6.6 If a Payor Financial Institution returns an item to Old National, Old National will charge the Account for such returned item, and may either (i) return the item to Customer, or (ii) re-present it to the Payor Financial Institution before returning it to Customer. Items may be returned as Image Exchange Items, rather than Substitute Checks, as agreed by the parties. If a Payor Financial Institution or other third party makes a claim against Old National or seeks a recredit with respect to any Check processed hereunder, Old National

may provisionally freeze or hold aside a like amount in the Account pending investigation and resolution of the claim.

- 6.7 Old National may suspend immediately the Services or the processing of any Check or corresponding Electronic Item if Old National has reason to believe that there has been a breach in the security of the Program, fraud involving Customer's Account or such Check, or any uncertainty as to the authorization or accuracy of Electronic Items. Old National reserves the right at any time to process Electronic Items on a collection basis.

7. **Service Terms - Customer Responsibilities.**

- 7.1 Customer will maintain an Account at Old National for the receipt of deposits of digitized images of Checks, in accordance with applicable Account Agreement.
- 7.2 Customer will install the Software in accordance with the Documentation, and will install and implement any changes and upgrades to the Software as Old National may require, within 30 days of receipt of such change or upgrade, or within such shorter time frame as Old National may reasonably require in the event such change or upgrade is necessary to comply with statutory or regulatory changes or developments, or to protect the integrity and security of the Program.
- 7.3 Customer shall use Software on Authorized Equipment only. Unless otherwise provided in an addendum to this Schedule H or in a separate agreement, Customer, and not Old National, shall be responsible for ordering, obtaining and maintaining all Authorized Equipment.
- 7.4 Customer will use the Authorized Equipment and the Software, including the entering, processing and transmittal of items, in accordance with the Documentation. Without limiting the foregoing, Customer will comply with all security procedures, guidelines and requirements as described in the Documentation, and will not bypass, override or disable any security mechanisms in the Authorized Equipment or Software.
- 7.5 Customer will ensure the Authorized Equipment is clean and operating properly, and inspect and verify the quality of images and that the digitized images of Checks are legible for all posting and clearing purposes.
- 7.6 Customer will be responsible for training its employees in the use of the Program, and for supervising and auditing their use of the Program.
- 7.7 Customer will ensure that no financial institution (depository, collecting or payor), drawee, drawer or endorser with respect to a Check processed by Customer will receive presentment or return of, or otherwise be charged for, the Check (including the Original Check or Substitute Check), corresponding Electronic Item, and/or other paper or electronic representation of the Check such that such entity or person will be asked to make payment based on an item that it already has paid and will indemnify Old National from any losses or liabilities arising directly or indirectly from such double debit.
- 7.8 Customer will retain each Check for a reasonable period of time, but in no event fewer than 14 days after such Check has been digitized and processed. Customer will promptly provide any retained Check (or, if the Check is no longer in existence, a sufficient copy of the front and back of the Check) to Old National as requested to aid in the clearing

and collection process or to resolve claims by third parties with respect to any Check. Customer shall physically secure the Checks during the retention period in a manner consistent with industry standards and in a commercially reasonable method. Customer will use a commercially reasonable method to destroy Checks after the Customer's retention period has expired.

- 7.9 Customer will retain all information about its digitizing of Checks as created by the Software for no less than 7 days or as otherwise specified by Old National. In the event of lost, mistaken, incomplete or unusable Electronic Items, or in the event of claims of fraud, alteration, counterfeit or otherwise, Customer shall cooperate fully with Old National in providing information, including access to such records.



MASTER TREASURY MANAGEMENT SERVICE AGREEMENT

1. **Parties of Agreement.** This Master Treasury Management Service Agreement, including the Services Selection Form and all Schedules attached hereto, (collectively, the "Agreement") is entered by and between Old National Bank ("Bank" or "Old National") and _____ ("Customer" or "You") for services that Bank may provide to Customer in connection with any account and any service described herein. Customer's use of any such service evidences its acceptance of the relevant terms of this Agreement.
2. **Agreement.** This Agreement, including all Schedules attached hereto, which are all incorporated herein by reference, constitutes the entire agreement between the parties relating to its subject matter; however, the mutual rights and duties of the parties under this Agreement shall also be governed by the terms and conditions applicable to Customer's deposit accounts at Bank, except that in the event of any conflict between this Agreement and such terms and conditions, the provisions of this Agreement will control. Customer may not assign this Agreement without prior written consent of Bank. If any part of this Agreement is held to be void or not applicable, the parties intend that all remaining parts shall be given full force and effect. This Agreement shall bind Customer and its successors and assigns and shall inure to the benefit of Bank and its successors and assigns. Bank's waiver of any term or condition hereof shall not constitute waiver of any other term or condition, and shall not be a continuing waiver, it being understood that all terms and conditions hereunder shall remain in full force and effect, notwithstanding any exception or waiver granted by Bank.
3. **Amendment: Counterparts.** This Agreement may be amended at any time by Bank upon written notice to Customer. This Agreement may be executed in two or more counterparts, each which shall be deemed an original, but such counterparts together shall constitute one instrument.
4. **Definitions.** As used in this Agreement, the following terms have the following meanings:
 - (a) "Account" or "Customer's Account" means any account of Customer at Old National Bank.
 - (b) "Business Day" means Monday through Friday except for federal holidays.
 - (c) "Check" means a negotiable instrument drawn on the applicable Account.
5. **Notices.** All notices hereunder shall be in writing or delivered electronically through BankConnect Plus or ONPointe. Written notices to Bank shall be addressed at its address set forth below or such other address as the party may specify in writing:

Old National Bank
Attn: Treasury Management Operations
600 N Royal Avenue
Evansville, IN 47715
Facsimile No.: (812) 464-1597

6. **Security Procedures.** Bank shall provide various security procedures relating to the services hereunder, which security procedures may be amended or revised by Bank from time to time. Customer shall implement appropriate security measures to safeguard the internal control and confidentiality of forms, identification codes, tokens and system-access numbers, which Bank may establish from time to time. Customer agrees that all such forms, codes, formats, tokens, access methods, and numbers used are protected by reasonable security measures to prevent unauthorized use of the service and will be kept secured and confidential by Customer. Customer shall notify Bank immediately, time being of the essence, upon discovery that security has been breached, but Bank shall have no liability to Customer for any unauthorized transfers of funds or other use of services under this Agreement by reason of misuse of any form, format, code, or number. Bank will be entitled to rely upon the most recent list of authorized persons provided by Customer.

Customer is solely responsible for providing and maintaining the physical, electronic, procedural, administrative and technical security of data and systems in Customer's possession and control. Bank is not responsible for any computer viruses (including, without limitation, programs commonly referred to as "malware," "keystroke loggers," and/or "spyware"), problems or malfunctions resulting from any computer viruses, or any related problems that may be associated with the use of an online system. Any software downloaded or otherwise obtained is obtained at Customer's own discretion and risk, and Bank is not responsible for any damage to Customer's computer or operating systems or any losses, injuries, or harm that result from the download or installation of any such software, even if such software has been recommended by Bank. Customer is solely responsible for maintaining and applying anti-virus software, security patches, data encryption, firewalls and other security measures with respect to Customer's operating systems, and for protecting, securing and backing up any data and information stored in or on Customer's operating systems. Bank is not responsible for any errors or failures resulting from defects in or malfunctions of any software installed on Customer's operating systems.

Customer acknowledges and agrees that it is Customer's responsibility to protect itself against e-mail fraud and other internet frauds and schemes (including, without limitation, fraud commonly referred to as "phishing" or "pharming"). Customer agrees to educate its representatives, agents and employees as to the risks of such fraud and to train such persons to avoid such risks. In the event that Customer receives an e-mail or other electronic communication that Customer believes, or has reason to believe, is fraudulent, Customer agrees not to respond to the e-mail, provide any information to the e-mail sender, click on any of the links in the e-mail, or otherwise comply with any instructions in the e-mail. To the extent allowed by law, Customer agrees that Bank is not responsible for any losses, injuries, or harm incurred by Customer as a result of any electronic, e-mail or internet fraud or any other breach of Customer's computer or operating systems.

7. **No Extension of Credit.** Nothing in this Agreement commits or obligates Bank to extend any overdraft or other credit to Customer, but Bank, in its sole discretion, may do so.
8. **Set-Off; Security Interest.** In the event there are insufficient funds available in any applicable Account to cover Customer's obligations under this Agreement, Customer agrees that Bank may debit any account maintained by Customer with Bank or that Bank may set-off against any amount it owes to Customer in order to obtain payment of Customer's obligations under this Agreement. Customer grants to Bank a security interest in all deposit accounts maintained by Customer at Bank to secure Customer's obligations under this Agreement.

9. **Final Posting.** If Bank accepts any funds transfers for which Customer is the beneficiary, such acceptance and related notification shall be governed by the rules and regulations of Bank applicable to the Account to which it is credited. All credits to Customer's Account(s) for funds transfers Bank receives are provisional until Bank receives final settlement for the funds according to the rules of the funds transfer system by which such funds have been transmitted. Customer acknowledges and agrees that Bank is entitled to a refund of and Customer shall immediately be obligated to Bank for the amount credited to Customer's Account for a transfer if Bank does not receive final settlement, or if such transfer has been credited in error to Customer's Account.

The periodic statements provided to Customer by Bank will notify Customer of funds transfer payments received by Bank for credit to Customer's Account(s) at Bank, including wire transfers, ACH credit entries and internal Bank transfers. Customer is hereby notified and agrees that Bank shall not be required to provide any other notice to Customer of such receipt of payments.

10. **Credit for Deposits.** A receipt or similar document may be provided or made available upon request for all deposits to Customer's Account. However, the amount on such receipt or similar document is based solely on Customer's deposit ticket. Credits for all deposits are subject to final verification and after review. Bank may make adjustments to Customer's Account for any errors, including any errors appearing on Customer's deposit ticket, but has no obligation to do so for de minimus discrepancies.
11. **Return of Deposits.** Bank may return or refuse to accept all or any part of a deposit or credit to Customer's account at any time and will not be liable to Customer for doing so even if such action causes outstanding Checks to be dishonored and returned or funds transfers to be rejected. Refused deposits will be returned to Customer.
12. **Payment of Checks.** Customer agrees that Bank has no duty to honor, and it may disregard, any statements or legends on the front or back of any Check or other item.
13. **File Access.** Bank may provide Customer with access to certain files relating to Customer's Account through a file lockbox facility over the internet via a web interface offered by Bank or by directly sending files to Customer. Customer agrees that Bank is entitled to act upon the instructions received from the Customer's User ID and Password without inquiring into the identity of the person using the password. Customer agrees it is responsible for properly safeguarding and maintaining the secrecy of its user ID and password and that the failure to do so is done at the sole risk of Customer. Customer agrees to provide Bank with necessary authentication information when applicable. Customer understands that software may be necessary to decrypt files sent from Bank in providing access to certain files. Customer acknowledges that Bank may, as part of its security procedures, refuse Customer access to the file lockbox facility. If Customer becomes aware of any unauthorized access, Customer shall promptly notify Bank.
14. **Reliance.** Customer is responsible for, and Bank may rely upon, the contents of any instruction or notice Bank believes in good faith to be from Customer or an authorized third party. Bank shall have no duty to inquire into the authority of the person giving such notice or instruction.
15. **Bank's Liability.** Bank will be liable under this Agreement only for the gross negligence or willful misconduct of its own officers, directors, employees or agents, even if Customer makes Bank aware of the possibility of injury to Customer.

Bank will not be liable to Customer for any damages caused by or arising from Customer's failure to follow procedures set forth in this Agreement, any materials, manuals, guides or instructions provided in connection with any service or any amendments or supplements thereto.

BANK SHALL NOT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY LOST PROFITS ARISING OUT OF, RESULTING FROM, OR IN ANY WAY CONNECTED WITH ITS PERFORMANCE OR BREACH OF THIS AGREEMENT, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY STATED HEREIN, BANK MAKES NO WARRANTIES, EXPRESS OR IMPLIED, TO CUSTOMER IN CONNECTION WITH SERVICES PROVIDED UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Bank's liability shall be limited to recovery of funds erroneously transferred by reason of Bank's error or omission in executing a funds transfer request.

16. **Warranties and Damages.** Bank represents and warrants that it has developed each service (other than any portion furnished by a third party vendor) and has the right to furnish the same (including any portion furnished by a third party vendor). The software, third party software and the proprietary data are provided or licensed to Customer "AS IS". Bank disclaims any liability for damage to Customer's computer or any Customer software or hardware, alleged to have been caused or caused by the software, the third party software or the proprietary data.
17. **Indemnification.** Customer will and agrees to, at all times, defend, indemnify and hold Bank (and all of its shareholders, officers, directors, employees, representatives and agents) harmless from and against any and all liabilities, claims, demands, causes of action, losses, damages, costs, expenses and attorney's fees (including those fees allocable to Bank's counsel), settlements, judgments or recoveries arising out of or in any way relating, directly or indirectly, to this Agreement, the services provided to Customer pursuant to this Agreement or Bank's performance or nonperformance of its obligations hereunder, excluding, however, such liabilities, claims, demands, causes of action, damages, costs, expenses, settlements, judgments and/or recoveries which are caused solely by the gross negligence or willful misconduct of Bank's officers, directors, employees or agents.
18. **Customer's Computer.** Customer is solely responsible for the selection, purchase or lease and maintenance of its computer hardware and software and the communications facilities and their compatibility for use where required in connection with any service provided by Bank. Customer agrees that Bank shall have no liability for Customer's selection, operation, maintenance or installation of such computer hardware and software and/or the communication facilities.
19. **Failure to Perform.** Neither Customer nor Bank will be liable for any failure to perform its obligations hereunder, including but not limited to any failure resulting from or involving any inaccuracy, interruption or delay in transmission, including electronic email transmission, when the failure arises out of causes beyond its control, including, without limitation, legal constraint or act of a government or regulatory authority, an act of God, accident, equipment failure, labor disputes, system failure, lockouts, riots, acts of war, fire, computer or access terminal breakdown, slowdown, malfunction or delay or other disaster.
20. **Service Fees.** Customer agrees to pay any fees in effect or that may be established by Bank from time to time for services provided under this Agreement by debit to any account(s) of Customer maintained with Bank.
21. **Customer Warranties.** Customer represents and warrants as follows: This Agreement has been authorized by all necessary corporate action and does not violate any provision of law or of Customer's organizational charter or by-laws. The person(s) signing this Agreement on behalf of Customer is (are) authorized to do so.

Each debit and credit entry originated by Customer under this Agreement is in accordance with an authorization, obtained by Customer, or Customer's employee, vendor, customer, or other party or account owner authorizing such entry. The authorization for each such entry has not been revoked by Customer, or by any authorizing third party, or by operation of law.

22. **Audits; Termination of Agreement.**

- (a) Audits. To ensure compliance with United States law, policies of Bank, and the Operating Rules of the National Automated Clearing House Association, as amended from time to time (the "ACH Rules"), Bank has the right to audit, at any time, all of Customer's records (written or electronic) regarding the services provided pursuant to this Agreement.
- (b) Termination of Agreement. This Agreement may be terminated at any time, for any reason, with or without cause by either party with fifteen (15) days' prior written notice to the other party. Either party may terminate this Agreement immediately upon written notice to the other party in the event of (i) the other party's breach of a material obligation under this Agreement, (ii) the other party's insolvency, receivership or voluntary or involuntary bankruptcy, or the institution of any proceeding therefore, or any assignment for the benefit of the other party's creditors, or if in the good faith opinion of one party the financial condition of the other party has become impaired, or (iii) Customer's default under any agreement or instrument relating to indebtedness owed by Customer to Bank, and such default shall continue for a period of time sufficient to permit the acceleration of the maturity of such indebtedness. Additionally, Bank reserves the right to terminate or suspend this Agreement or particular services under this Agreement for Customer's breach of the ACH Rules or other applicable law. After termination, this Agreement shall remain in full force and effect as to all transactions taking place or rights or obligations accruing under this Agreement prior to the termination date. Customer shall return to Bank all manuals, guides, instructions and other materials relating to the services provided hereunder immediately after termination of this Agreement. Paragraphs 14, 15, 16, 17, 18, 19, 20 and 22 shall survive the termination of this Agreement.

23. **Waiver of Jury Trial.** DUE TO THE HIGH COST AND TIME INVOLVED IN COMMERCIAL LITIGATION BEFORE A JURY, CUSTOMER WAIVES ALL RIGHT TO A JURY TRIAL ON ALL ISSUES IN ANY ACTION OR PROCEEDING RELATED HERETO OR TO THE TRANSACTIONS EVIDENCED HEREBY OR TO ANY DOCUMENTS EXECUTED IN CONNECTION HERewith, AND NO ATTEMPT SHALL BE MADE TO CONSOLIDATE, BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION OR PROCEEDING WITH ANY OTHER ACTION OR PROCEEDING IN WHICH THERE IS A TRIAL BY JURY OR IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED.

24. **Customer Service Selections.** For each service listed below, please indicate your acceptance of the terms of each Schedule to this Agreement by dating and initialing next to the service below. By initialing and signing below, the authorized representative of Customer hereby agrees and acknowledges that Customer shall receive the services initialed below as of the date specified and such services shall be provided, and subject to, the terms and conditions of this Agreement, including its Schedules that correspond to the services selected below.



OLD NATIONAL BANK

SERVICES SELECTION FORM

<u>Initial</u>	<u>Date</u>	<u>Service</u>	<u>Schedule</u>	<u>Version</u>
		ACH Block	A	06/2013
		ACH Origination Services	B	06/2013
		Same Day ACH Origination Services Addendum	B-1	02/2017
		Information Reporting Services	C	06/2013
		File Access Services	D	06/2013
		Lockbox	F	06/2013
		Positive Pay Service	F	01/2016
		WAIVER - Positive Pay Service	F-1	01/2016
		Zero Balance Account Service	G	06/2015
		ONB Express Deposit Remote Deposit Capture	H	07/2015
		Image Cash Letter	I	01/2016
		Wire Transfer	J	01/2016
		Account Reconciliation	K	01/2016
		Image Services	L	01/2016
		BAI2 File Transmission	M	01/2016
		Payment Manager	N	01/2016
		Cash Vault	O	07/2018
		Credit Sweep	P	01/2016
		Investment Sweep (Repurchase Agreements)	Q	06/2016

The Parties hereto have caused this Agreement to be duly executed on _____, 20____ (the "Execution Date").

CUSTOMER: _____

OLD NATIONAL BANK

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Customer's Address: _____

City, State and Zip: _____

Fax Number: _____

Date: 1/30/2018

Account Agreement

DEP - Signature Card

Institution Name & Address

OLD NATIONAL BANK
162 INDIANAPOLIS IN-MONUMENT CIRCLE
ONE MONUMENT CIRCLE STE 150
INDIANAPOLIS, IN 46204

Account Number: [REDACTED]
Opened By: MARSHA STEWART

Account Title & Address

TREASURER STATE OF INDIANA
302 W Washington St
IGC-S E016
Indianapolis IN 46204-2700

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Enter Non-Individual Owner Information on page 1. There is additional Owner/Signer Information space on page 2.

Number of signatures required for withdrawal: 1

Owner/Signer Information 1

Name	MICHAEL D FRIGK	
Relationship	AUTHORIZED SIGNER	
Address	200 W WASHINGTON ST STE 242, INDIANAPOLIS, IN 46204	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
E-Mail		
Work Phone		
Home Phone	Mobile Phone	
Birth Date	SSN/TIN: [REDACTED]	

Non-Individual Owner Information

Name	TREASURER STATE OF INDIANA	
State/Country & Date of Organization		
Nature of Business		
Address	302 W Washington St IGC-S E016 Indianapolis IN 46204-2700	
Mailing Address (if different)		
Authorization/Registration State		
E-Mail		
Phone		
FIN	Mobile Phone	

Owner/Signer Information 2

Name	KIMBERLY LOGAN	
Relationship	AUTHORIZED SIGNER	
Address	302 W Washington St IGC-S E016 Indianapolis IN 46204-2700	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
E-Mail		
Work Phone		
Home Phone	Mobile Phone	
Birth Date	SSN/TIN: [REDACTED]	

Owner/Signer Information 3

Name	DUANE JASHEWAY	
Relationship	AUTHORIZED SIGNER	
Address	200 W WASHINGTON ST STE 242, INDIANAPOLIS, IN 46204	
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
E-Mail		
Work Phone		
Home Phone	Mobile Phone	
Birth Date	SSN/TIN: [REDACTED]	



Owner/Signer Information 4

Name	
Relationship	
Address	
Mailing Address (if different)	
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	
Other ID (description, details)	
Employer	
E-Mail	
Work Phone	
Home Phone:	Mobile Phone:
Birth Date:	SSN/TIN:

Beneficiary Designation

(Check appropriate ownership above.)

Pay-On-Death (POD)

Indiana Only

Pay-on-Death Account (pursuant to the Transfer on Death Property Act statutes in *Indiana Code* ch. 32-17-14 et. seq.) Separate Beneficiary Designation Required.

Beneficiary Name(s), Address(es), and SSN(s)

* See Beneficiary Instructions under Signatu



Account Description	Account #	Initial Deposit/Source
265 PUBLIC FUNDS INTEREST ANALYSIS		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check

Ownership of Account

PUBLIC FUNDS

Type of Account - PERSONAL (Choose one):

Single Party Account: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON.

Single Party Account with P.O.D. Beneficiary(ies): THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS OWNED BY THE PARTY NAMED HEREON. UPON THE DEATH OF SUCH PARTY, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.

Joint Survivorship Account: THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S).

Joint Survivorship Account with P.O.D. Beneficiary(ies): THIS ACCOUNT/CERTIFICATE OF DEPOSIT IS JOINTLY OWNED BY THE PARTIES NAMED HEREON. UPON THE DEATH OF ANY OF THEM, OWNERSHIP PASSES TO THE SURVIVOR(S). UPON THE DEATH OF ALL SUCH PARTIES, OWNERSHIP PASSES TO THE P.O.D. BENEFICIARY(IES) NAMED HEREON.

Trust; Separate agreement dated _____

Backup Withholding Certifications (Non-"U.S. Persons" - Use separate Form W-8)

By signing below, I, TREASURER STATE OF INDIANA Certify under penalties of perjury that the statements made in this section are true.

TIN: _____ The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

Not Subject to Backup Withholding. I am NOT subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

Exempt Recipients. I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.




U.S. Person. I am a U.S. citizen or other U.S. person (as defined in the instructions).

Signature(s)

* BENEFICIARY INSTRUCTIONS: No LDPS (no lineal descendants per stirpes) - If any POD beneficiary dies before the last surviving Owner, his or her interest and the interest of his or her heirs shall terminate completely and the percentage of all remaining POD beneficiaries shall be increased on a pro rata basis.

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agencies (ies) on them as individuals. Each of the authorized agents or individual(s) signing below is authorized to make withdrawals individually from the account(s). The authorized agent(s), or individual(s) signing below, agree(s) to the terms set forth in the Deposit Account Agreement and Disclosure, the Time Certificate of Deposit or Confirmation of Time Deposit Agreement (if applicable), the Rate and Fee Schedule, the Funds Availability Policy Disclosure, the Substitute Check Policy Disclosure, the Electronic Funds Transfer Agreement and Disclosure (if applicable) and acknowledge receipt of the financial institution's privacy policy (if applicable), as amended by the financial institution from time to time. Each of the individuals signing also acknowledge that the financial institution provided to them a copy of these account documents.

For Custodian, Conservator, Guardianship and Business Accounts: Each of the undersigned certify that they have all required authority to act with respect to this account(s) and, jointly and severally, agree to indemnify and hold the financial institution harmless from and against any loss or damage arising from such authority or lack thereof. The financial institution has no responsibility or duty to assure or verify that the undersigned have or are acting within the authority given them by the authorizing document or that such authorizing document is genuine or valid, even if the financial institution has seen or retained a copy of such document.

- (1):  MICHAEL D FRICK AUTHORIZED SIGNER
- (2):  KIMBERLY LOGAN AUTHORIZED SIGNER
- (3):  DUANE JASHEWAY AUTHORIZED SIGNER
- (4): _____

Authorized Agent. TRANSACTIONS REGARDING THIS ACCOUNT/CERTIFICATE OF DEPOSIT MAY BE MADE BY THE AGENT(S) NAMED HEREON. NO PRESENT OR FUTURE OWNERSHIP OR RIGHT OF SURVIVORSHIP IS CONFERRED BY THIS DESIGNATION.

Account Number: DD [REDACTED]

OLD NATIONAL BANK
182 INDIANAPOLIS IN-MONUMENT CIRCLE
ONE MONUMENT CIRCLE STE 150
INDIANAPOLIS, IN 46204

MUNICIPALITY RESOLUTION

By: TREASURER STATE OF INDIANA
200 W WASHINGTON ST, SUITE 242
INDIANAPOLIS, IN 46204-2729

Referred to in this document as "Financial Institut

Referred to in this document as "Municipality"

**SIGN
HERE**

I, MICHAEL D FRICK, certifying officer (clerk) of the above named municipality organized under the laws of INDIANA, Federal Employer's Insurance Act of 1946, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the governing body of the Municipality duly and properly noticed, called and held on 01/30/2018. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

AGENTS Any Agent listed below is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>MICHAEL D FRICK</u>	<u>[Signature]</u>	
B. <u>KIMBERLY LOGAN</u>	<u>[Signature]</u>	X
C. <u>DUANE JASHEWAY</u>	<u>[Signature]</u>	X
D. _____	X	X
E. _____	X	X
F. _____	X	X

POWERS GRANTED

Description of Power

- (1) Exercise all of the powers listed in this resolution.
- (2) Open any deposit or share account(s) in the name of the Municipality.
- (3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.
- (4) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.

LIMITATIONS ON POWERS The following are the Municipality's express limitations on the powers granted under this resolution.

RESOLUTIONS

The Municipality named on this resolution resolves that,

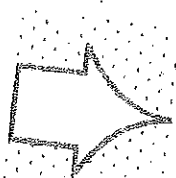
- (1) The Financial Institution is designated as a depository for the funds of the Municipality and to provide other financial accommodations indicated in this resolution;
(2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the board, committee, or council of the Municipality and certified to the Financial Institution as governing the operation of this Municipality's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes;
(3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Municipality. Any Agent, so long as they act in a representative capacity as an Agent of the Municipality, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing;
(4) All transactions, if any, with respect to any deposits or withdrawals, by or on behalf of the Municipality with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed;
(5) The Municipality agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Municipality. The Municipality authorizes the Financial Institution, at any time, to charge the Municipality for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose;
(6) The Municipality acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Municipality to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards; and
(7) The Municipality acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Municipality with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Municipality authorizes each Agent to have custody of the Municipality's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

EFFECT ON PREVIOUS RESOLUTIONS This resolution supersedes all prior resolutions.

CERTIFICATION OF AUTHORITY

I further certify that the board, committee, council, or other applicable governing body of the Municipality has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions on hereto and to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

SEAL HERE



In Witness Whereof, I have subscribed my name to this document and affixed the seal of the Municipality on 1/30/2018 (date).

Michael D. Fried

Kymly Top

Attest by One Other Officer

Secretary

FOR FINANCIAL INSTITUTION USE ONLY

Acknowledged and received on 1/30/2018 (date) by (Initials) X This resolution supersedes all prior resolutions.

Comments:



Month Analyzed:

Treasury Management Solutions Quote for Treasurer State of Indiana

Created on December 27, 2018 by Kathy Wendling | Office: 317-612-0270 | Email: Kathy.Wendling@oldnational.com

PUBLIC FUNDS INTEREST ANALYSIS CHECKING ACCOUNT SERVICE CHARGES			OLD NATIONAL	
Service Type	Basis	Volume	Per Unit	Total Fee
Deposited Items - Transit	Each	0	\$0.13	\$0.00
TOTAL PUBLIC FUNDS INTEREST ANALYSIS CHECKING SERVICE CHARGES				#N/A

ONB EXPRESS DEPOSIT SERVICE CHARGES			OLD NATIONAL	
Service Type	Basis	Volume	Per Unit	Total Fee
ONB Express Deposit Service Base	Monthly, Includes Up to 100 Items Deposited	0	\$40.00	\$0.00
ONB Express Deposit Service Base	Monthly, Includes Up to 500 Items Deposited	0	\$60.00	\$0.00
ONB Express Deposit Service Base	Monthly, Includes Up to 2,500 Items Deposited	0	\$80.00	\$0.00
ONB Express Deposit Service Base	Monthly, Unlimited Items Deposited	0	\$100.00	\$0.00
Per Additional Account	Each, Monthly	0	\$5.00	\$0.00
Per Additional Location	Each, Monthly	0	\$10.00	\$0.00
TOTAL ONB EXPRESS DEPOSIT SERVICE CHARGES				\$0.00

MONTHLY EARNINGS CREDIT ALLOWANCE ON ANALYZED BALANCES		OLD NATIONAL
Average Ledger Balance		\$0.00
Less: Average Deposit Float		\$0.00
Average Positive Collected Balance		\$0.00
Less: Balance Reserve Requirement		\$0.00
Average Investable Balance		\$0.00
x Earnings Credit Rate		0.00%
Earnings Credit Allowance		#N/A
Less: Interest Earned on Analyzed Account Balances		#N/A
NET EARNINGS CREDIT ALLOWANCE		#N/A

MONTHLY INTEREST EARNED ON DEPOSIT BALANCES		OLD NATIONAL
Average Collected Balance		\$0.00
x Interest Rate		0.10%
INTEREST EARNED ON DEPOSIT BALANCES		#N/A

MONTHLY SERVICE CHARGE SUMMARY		OLD NATIONAL
Total Treasury Management Service Charges		\$0.00
Total Analyzed Deposit Account Services		#N/A
Total Analyzed Service Charges		#N/A
Less: Earnings Credit Allowance		#N/A
TOTAL MONTHLY SERVICE CHARGE		#N/A