



HOME BUILDING SAVINGS BANK CHECKING AGREEMENT

Your checking account is now open and ready to use. By signing the signature card you promised to be bound by this Agreement, the separate Truth-in-Savings Disclosure, and the rules and regulations covering any ancillary services you may select in connection with this account. We promise to follow these rules as well. If there is a conflict between this Agreement or the terms of any other contract covering our services and something said by one of our employees, we will follow the terms of this Agreement or other contract. You agree to this method of settling any differences.

FEES FOR THIS ACCOUNT: You agree to pay for services in connection with your checking account and for services rendered to you at the charges we impose according to our published fee schedule. These services include but are not limited to stop payments, returned checks, wire transfers, special statements, long distance telephone advices, microfilm research and photocopying. You agree that we may revise the charges for services by amending our current published fee schedule. A copy of this schedule is available upon request. We may charge these fees directly to your checking account.

DEPOSITS: You can deposit any amount into your account. You can make your deposits in person, by mail, or if you have a card which will access our automatic teller, you can initiate a deposit through one of our machines. We ask that you use our deposit slips. If your endorsement is missing from any item presented for deposit, you agree that we may supply the missing endorsement or accept the item for deposit without your endorsement.

FUNDS AVAILABILITY: Your ability to withdraw funds by any method is governed by our funds availability policy which has been provided to you with this Agreement.

HOW TO USE YOUR CHECKING ACCOUNT: Money can be withdrawn from your account in different ways:

1. You can write a check and sign it. Or, if we have your power of attorney on file, the person with authority to sign for you can sign the check.
2. You can arrange for us to make a specific payment from your account each month for a special purpose. For example, you may do this for insurance or mortgage payments or for deposit to your savings account. You must arrange for these services in advance and the applicable charge, if any, will be debited to your checking account.
3. If you have a card which can access our automatic teller machines, you can use it to withdraw from your checking account.
4. If you have a debit card, you may use it to obtain cash or make purchases with funds in your checking account.
5. You may authorize withdrawals through the Automated Clearing House (ACH).
6. You may initiate wire transfers from your checking account through the Federal Reserve System.

MORE ABOUT WITHDRAWALS: As long as you have money in your account to cover them, you can write any number checks or make any number of electronic withdrawals you want. Charges and any required minimum balance are covered in the fee schedule and the Truth-in-Savings Disclosure. However, you must use our checks which we provide you. We have the right to refuse to process any check drawn on your checking account which has not been provided to you by us. You may order checks through our bank and we will have them printed for you and charge your account for the fee.

OVERDRAFT: If you write a check for more money than you have in your account, you will be overdrawn and we may, at our sole option, return the check. If you initiate an electronic transaction that is for more money than you have in your account, you will be overdrawn and we may, in our sole option, refuse the transaction or reverse it. Because this means extra work for us, we will impose an overdraft fee according to our published fee schedule. If you qualify, you can arrange overdraft protection through us. This is done by a separate agreement.

STOPPING A CHECK: If you do not want us to pay a check you have written, you can order us to stop payment. You can notify us, in person, by mail or phone. Your stop order takes effect when our bookkeeper records it on your account, which usually happens no later than the next business day after you contact us. When this happens, we will send you a confirmation. Your written order will be effective for six (6) months. If your stop order is by phone you must confirm it in writing. If you do not, we will remove it after fourteen (14) days. Your stop order must include your account number, the number and date of the check, the name of the payee and the amount. We will charge your checking account a stop payment charge according to our published fee schedule. If this is a joint account, we will accept a stop payment from any owner regardless of who signed the check.

STATEMENTS: Each month we will send you a statement of your account. We do not return cancelled checks with your statement. Some types of checking accounts receive images of the checks written on the account. Copies of individual cancelled checks are available at the cost set out in our published fee schedule. You have thirty (30) days from the time we mail your statement to notify us of any errors. We will resolve the problem by reviewing all related documents and the official bank records on your account. If your statements are returned because of an incorrect address, we will suspend further mailing until we receive a correct address.

IF YOU DO NOT USE YOUR ACCOUNT: IF YOUR ACCOUNT IS INACTIVE FOR FIVE (5) YEARS AND WE ARE NOT ABLE TO REACH YOU BY MAIL, INDIANA LAW REQUIRES US TO TRANSFER YOUR ACCOUNT TO THE STATE AS ABANDONED PROPERTY.

LEGAL PROCEEDINGS: If your account becomes involved in a dispute, including, but not limited to, proceedings which are challenging the ownership or custody of the account, your use of the account may be restricted by us. In that event, you agree to reimburse us for any attorneys' fees which we may incur. We may deduct these fees from your account. We may also, at our option, seek court authority to pay your funds to the clerk of any appropriate court and ask that the court decide who owns or controls the money. If we do so, we will ask that court to award our attorneys' fees to us from the account and you also agree to reimburse us for those fees.

IF YOU OWE US MONEY: If you owe us money and it is due, we can use (setoff) the money from any account you have with us to pay the debt. You agree that only if one of the joint owners owes us money that is due, we can use all funds in the joint account to pay the debt.

JOINT ACCOUNTS: If this is a joint account, any or all of the joint owners can make deposits or withdrawals. To make withdrawals a joint owner must have his or her signature on file with us. If only one joint owner has signed a signature card, the account will be treated as an individual account.

When we do business involving a joint account we can act on the written instructions of any one or more of the joint owners. We will continue to follow these instructions until we receive written notice to change them. Any transactions that occur before we receive written notice of a change of instructions will be binding on all joint owners.

We have the right to endorse any checks, drafts or other orders for the payment of money made out to any of the joint owners. Once endorsed we can deposit them in the joint account. Or you can endorse them for deposit by using a stamp to show a general endorsement for the account.

Each joint owner appoints the other as his or her agent to endorse, deposit, withdraw, and conduct business for the account. Acting as an agent any joint owner or owners can endorse a check, draft or other payment order made out to any other joint owner or owners of the account. Once endorsed the money can be taken in cash or deposited into the joint account.

You agree that any money in this account can be paid to any one or more of the joint owners. Unless you have indicated otherwise in writing, this payment can be made on the orders or instructions of any of the joint owners, whether or not the other owners are alive at the time of the payments. If we make a payment following these rules, you release us from liability.

Unless you indicate otherwise in writing, you agree that it is your intention to create a joint tenancy with the right of survivorship (a form of ownership) in this account and that if one or more of the joint owners dies, his or her interest in the account passes to the remaining owners. We will not release these funds, however, until all required legal documents are delivered to us.

NOTE: Once a joint account is opened, one owner cannot remove another from ownership of the account.

BUSINESS ACCOUNTS: If this is an account for a business or not-for-profit organization, the owner of this account is responsible for providing us with accurate and up to date signature cards and resolutions designating the persons who may make or may authorize withdrawals on this account. You agree that we may rely upon the accuracy of any resolutions or signature cards presented to us without any inquiry as to the authority or continued authority of the persons designated in these documents. You agree to indemnify, defend, and hold us harmless from claims arising out of false or fraudulent signature cards or resolutions that may be presented to us regarding this checking account.

CLOSING THE ACCOUNT: You can close the account at any time for any reason. Likewise, we can also close the account at any time for any reason. If we do, we will mail you a notice and a check (made jointly payable to all owners) for the final balance.

CHANGE OF TERMS: We can change the terms of this Agreement at any time. For changes that require notice under applicable law, we will give you notice by mail sent to the address on our records.

FDIC INSURANCE NOTICE: Home Building Savings Bank is a division of First Federal Savings Bank of Evansville, IN and operates two offices in Washington, IN and Petersburg, IN under the name of Home Building Savings Bank. Accounts held at Home Building Savings Bank and First Federal Savings Bank will be combined when calculating your deposit insurance amount limit under Federal Deposit Insurance Corporation rules.