

ACCOUNT AGREEMENT

This Account Agreement ("Agreement") provides information regarding your membership with the Eli Lilly Federal Credit Union ("Credit Union"). This Agreement is in addition to any and all other account, loan, or service agreements and disclosures you may receive in connection with obtaining additional accounts, loans or services with the Credit Union.

1. BINDING EFFECT By signing the Account Application, you and yours, jointly and severally, agree to the terms and conditions of this Account Agreement, the Account Application, the Truth-in-Savings Disclosure, the Rate and Fee Schedule, accompanying this Agreement, the Credit Union's bylaws and policies, and any amendments to these documents.

2. VERIFICATION OF ELIGIBILITY Your signature on the Account Application authorizes the Credit Union to check your account, employment history, and obtain credit reports from third parties, including credit reporting agencies to verify your eligibility for the accounts and services you request.

3. USA PATRIOT ACT NEW ACCOUNT VERIFICATION

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. For applications received by mail/Internet, you may be contacted by a credit union representative to verify the information supplied on your application.

4. DISPOSITION OF ACCOUNT ON DEATH A Payable on Death (POD) account designation is an instruction to the Credit Union that the account is payable to the account owner(s) during their lifetime and, upon the death of the last account owner, payable to any named and surviving POD payee/beneficiary designated in the owner's Account Application. Accounts payable on death to more than one payee/beneficiary are owned jointly by such payees/beneficiaries with rights of survivorship. The Credit Union shall at no time have any obligation whatsoever to notify any payee/beneficiary of the existence of any account or the vesting of the payee/beneficiary's interest in any account, except as otherwise provided by law.

For a single party account, the interest of the deceased owner will pass, subject to applicable law, to the decedent's estate or, if applicable to a POD beneficiary.

For a joint account, the account(s) will be owned jointly with rights of survivorship, and the interest of a deceased owner will pass to the surviving owner.

5. ACCOUNT VERIFICATION SERVICE The Credit Union will use an account verification service to verify the information contained on your Account Application. The Credit Union reserves the right to deny any application based on the results of negative information received through this service. If your application is denied, we will provide you with the name, address and telephone number of the account verification service that provided us with the information.

6. ACCOUNT TYPES *Individual Account(s):* An account in the name of and payable to or on the order of one account holder qualified for Credit Union Membership. Only that person may withdraw, transfer funds, or close the account. *Joint Account(s):* An account owned by two or more persons is a joint account. *Minor Account(s):* We require any account established by a minor to be a joint account with an owner who has reached the age of majority under Indiana state law and who shall be jointly and severally liable to us for any returned item, overdraft, or unpaid charges or amounts on such account. We may pay funds directly to the minor without regard to his or her minority.

7. RIGHTS AND OBLIGATIONS OF JOINT ACCOUNT OWNERS

Any joint account owner is authorized and deemed to act for the other owners, and the Credit Union may accept orders and instructions regarding the account, request for future services, and any transaction from any such account owner. You authorize the Credit Union, at its discretion, to accept transfers, checks, drafts and other items for deposit into your account if they are made payable to, or to the order of, joint owner, whether or not those items are endorsed by both account owners. Each joint account owner guarantees the signature of the other owner. Any joint account owner may withdraw all funds in the account, stop payment on items drawn on the account, transfer or pledge to the Credit Union all or any part of the shares of any account without the consent of the other account owner, and the Credit Union shall have no duty in such event to notify the other account owner. The Credit Union reserves the right at any time to require written consent of both account owners for a change of ownership or termination of a joint account. If the Credit Union receives notice of a dispute between account owners or receives inconsistent instructions from them, the Credit Union, at its option, may (a) suspend or terminate the account, (b) require a court order to act, and/or (c) require that both joint owners agree in writing to any transaction concerning the account. If any deposited item is returned unpaid, or if the account is overdrawn, each of the joint account owners is jointly and severally liable to the Credit Union for the amount of any returned item, overdrawn amount, or unpaid amount or charges, regardless of who caused or benefited from the transaction. If any account owner is indebted to the Credit Union, the Credit Union may enforce its rights against any or all funds in the joint account regardless of who contributed the funds to the account.

8. DEPOSIT RULES If any endorsement of any other markings made by you or any prior endorser on a deposited item causes delay or error in processing the item for payment, you will be responsible for any loss incurred by the Credit Union due to the delay or error. In handling items for deposit or collection, the Credit Union reserves the right to send any item for collection. The Credit Union shall have the right to charge back against your account all previously deposited items or other items endorsed by you that are returned to the Credit Union unpaid, regardless of whether the amount of the item has been available for your use. You waive any notice on nonpayment, dishonor or protest regarding any items received by the Credit Union for credit to your account or for collection.

9. ACCOUNT RATES AND FEES The Credit Union's payment of earnings on your account shall be subject to the terms set forth in the Rate and Fee Schedule pertaining to account rates, fees, and payment and balance requirements. The Credit Union may charge you fees for accounts and services provided by the Credit Union, as set forth on the Rate and Fee Schedule. You agree that the Credit Union may change the Rate and Fee Schedule at any time, and you will be notified of such changes as required by law.

10. OVERDRAFT PRIVILEGE PROGRAM Your share draft (checking) account(s) comes with an overdraft protection feature that covers automatic bill payments, checks and other transactions made using your checking account number. Please see your Terms and Conditions brochure and Fee Schedule for more information. You have the right to opt out of this protection feature at any time by calling our Member Service Center at 317.276.2105 or 800.621.2105. To obtain Overdraft Privilege coverage for ATM and everyday debit card transactions, you will need to request this service by completing the Authorization Form included with your account opening

disclosures. You may also contact our Member Service Center, at one of the numbers listed above, to authorize this coverage.

11. TRANSFER LIMITATIONS You may make up to six (6) pre-authorized, electronic, automatic, telephonic, or audio response transfers from your share savings and Money Market accounts to a third party during any calendar month. Transactions conducted in person or by mail are excluded from this limitation. Additionally, internal transfers to make payments to your Credit Union loans and requests for withdrawals by check made payable to you are excluded from this limitation. If you exceed the transaction limitations set forth above, we reserve the right to assess fees against, suspend or close your account.

12. INACTIVE ACCOUNTS If you have an account that you have not made a deposit to, withdrawal from, or an internal transfer to or from for more than twelve (12) months, the credit union may classify your account as inactive. Unless prohibited by applicable law, the Credit Union may charge a service fee as set forth in the Rate and Fee Schedule for continuing to process your inactive account. Funds may be transferred to the appropriate state in accordance with unclaimed property law if the account becomes abandoned/unclaimed as defined by the law.

13. TERMINATION OF MEMBERSHIP You may terminate your account(s) at any time by notifying us by phone, in writing or verbally at one of our branches. You agree to reimburse the Credit Union for any payment or overdraft that occurs after the termination of your membership.

14. ACCOUNT TERMINATION We may terminate or close your account(s) at any time by giving you notice of termination. The Credit Union reserves the right to close your account without prior notification if: (1) a forgery or fraud has been reported or committed involving your account(s); (2) the ownership of the account(s) is disputed; (3) your checks are lost or stolen; (4) you have excessive returned unpaid items which are not covered by overdraft protection; (5) you have abused or misrepresented your account(s).

15. CHANGE OF ADDRESS If you have a change of name or change of address, it is your responsibility to update this information by notifying the Credit Union. The Credit Union is only required to communicate with you at the most recent address you have provided to us.

16. LIMITATION OF LIABILITY The Credit Union assumes no responsibility beyond the exercise of ordinary care. The Credit Union's actions will constitute the exercise of ordinary care if such actions are consistent with applicable state law, federal reserve regulations and operating letters, clearinghouse rules, and general banking practices followed in the area served by the Credit Union. **The Credit Union will not be liable for items lost in transit.** If the Credit Union does not properly complete a transaction according to this Agreement, the Credit Union will be liable only for your losses or damages not to exceed the amount of the transaction.

17. STATUTORY AND CONSENSUAL LIEN ON ACCOUNTS To the extent that you owe the Credit Union money, the Credit Union has a statutory lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds, unless otherwise prohibited by law. In addition, you grant the Credit Union a consensual lien on any and all of the funds in any account in which you may have an ownership interest, regardless of the source of funds. You agree that the Credit Union may use the funds from your accounts in which you have an ownership interest to pay any debt or amount now or hereafter owed the Credit Union, except for obligations secured by your residence, unless prohibited by applicable law. The Credit Union may apply those funds, without further notice to you, in any order to pay off your indebtedness. If the Credit Union elects not to enforce its lien on any and all funds in your accounts, the Credit Union does not waive its right to enforce the lien at a later time.

18. AMENDMENTS Except as otherwise prohibited by applicable law, the terms of this Agreement are subject to change at any time. The Credit Union will notify you of any changes in terms, rates or fees as required by law. The Credit Union reserves the right to waive any term contained in this Agreement; provided, however, that any such waiver shall not affect the Credit Union's right to enforce that term in the future.

19. RECOVERY OF FEES AND EXPENSES You agree to be liable to the Credit Union for any loss, cost or expense that the Credit Union incurs as a result of your failure to comply with the terms of this Agreement. You authorize the Credit Union to deduct any such loss, cost or expense from your account without prior notice to you. In the event the Credit Union brings a legal action to enforce this Agreement or to collect any amount due under this Agreement, the Credit Union shall be entitled to payment of its reasonable attorney fees and costs, including fees and costs on any appeal, in bankruptcy proceedings, and in post-judgment collection actions.

20. GOVERNING LAW This Agreement is governed by the bylaws of the Credit Union, federal laws and regulations, and the laws of the State of Indiana, including applicable principles of contract law. To the extent applicable, you agree that any legal action regarding this Agreement shall be brought in Marion County, Indiana.

21. eBRANCH INTERNET BANKING AUTHORIZATION You wish to subscribe to the services and authorize us, and any third party acting on our behalf, to serve as your agent in processing payments to targeted merchants and/or transfers to and from targeted accounts pursuant to your payment and/or transfer instructions, and you authorize us to post such payment to your designated account(s). You understand that we may not make certain payments and/or transfers if sufficient funds are not available in your designated account. This authorization is in force until revoked by you or us in writing and is subject to the "Service Terms and Conditions" as amended from time to time. Bill payment services are only available with checking accounts.

22. CU CHECKCARD (ATM/DEBIT) AND CASH CARD (ATM ONLY) You agree that the CU CheckCard/Cash Card to be issued to you is the property of the Credit Union. You agree to use it in the manner specified by the Credit Union and to surrender it immediately upon demand. You agree that the use of your CU CheckCard or Cash Card in an ATM to withdraw funds from your checking account, Money Market Savings account or EZ Loan. All withdrawals shall be subject to the rules and regulations of the Credit Union relating to your checking account, Money Market Savings account and EZ Loan. You agree that the Credit Union may change the terms of this Agreement, including the Disclosures and Conditions of Use, at any time. If the change will result in increased liability, or stricter limitations on the frequency or dollar amounts of withdrawals, the Credit Union will send you written notice of change at least 21 days before the change is effective, unless an immediate change is necessary to maintain or restore the security of the ATM system or an account. The new terms and Disclosures and Conditions of Use will then apply to your use of the CU CheckCard/Cash Card and to any withdrawals you make. The Credit Union may cancel your CU CheckCard/Cash Card at any time by giving you written notice, and you may cancel your CU CheckCard/Cash Card at any time by surrendering the card to the Credit Union. Cancellation of the CU CheckCard/Cash Card by either the Credit Union or you will not relieve you of your obligation to pay the Credit Union any amounts you may owe. The Credit Union may refuse to authorize withdrawals if any loan is delinquent.

