

DISPUTE RESOLUTION, BINDING ARBITRATION, CLASS ACTION WAIVER, AND JURY TRIAL WAIVER

PLEASE READ THIS SECTION (ARBITRATION PROVISION) CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL DISPUTES BETWEEN YOU AND US ARE RESOLVED. THIS ARBITRATION PROVISION AFFECTS YOUR LEGAL RIGHTS BY PERMITTING EITHER YOU OR US TO ELECT TO RESOLVE ANY DISPUTES THROUGH INDIVIDUAL (AND NOT CLASS-WIDE) BINDING ARBITRATION, SUBJECT TO LIMITED EXCEPTIONS. ARBITRATION REPLACES YOUR RIGHT TO GO TO COURT, INCLUDING YOUR RIGHT TO A JURY TRIAL AND THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION. IN ARBITRATION, A LEGAL DISPUTE IS SUBMITTED TO A NEUTRAL PARTY (AN ARBITRATOR) INSTEAD OF A JUDGE OR JURY. IN GENERAL, ARBITRATION PROVIDES A QUICKER AND MORE COST-EFFECTIVE MECHANISM FOR RESOLVING LEGAL DISPUTES, BUT YOU SHOULD BE AWARE THAT IT ALSO IS SUBJECT TO DIFFERENT RULES THAN IN COURT, INCLUDING LIMITATIONS ON INFORMATION-GATHERING (DISCOVERY), AND DECISIONS OF AN ARBITRATOR ARE SUBJECT TO LIMITED REVIEW BY COURTS. **YOU HAVE THE RIGHT TO OPT OUT OF ARBITRATION AS EXPLAINED BELOW.**

Arbitration Provision Generally.

This arbitration provision describes when and how a dispute (defined below) may be arbitrated. **By opening or maintaining an account with us or accepting or using any account services, you agree that you have read the entirety of this arbitration provision and you agree to all of the terms of this arbitration provision unless you opt out of arbitration as explained below.**

Agreement to Arbitrate Claims; Effect of Arbitration.

Either you or we may elect, without the other's consent, to require that any dispute between us be resolved by binding arbitration, except for those disputes specifically excluded below. **If either you or we make an election to arbitrate a dispute, arbitration will be mandatory and the exclusive manner for resolving the dispute.**

If a dispute is arbitrated, neither you nor we will have the right to: (a) have a court or a jury decide the dispute; (b) engage in information-gathering (discovery) to the same extent as in court; (c) bring or participate in a class action, private attorney general action, or other representative action in court or in arbitration; (d) join or consolidate a dispute with those of any other person; or (e) appeal the arbitrator's decision, except for any right of appeal provided by the Federal Arbitration Act, 9 U.S.C. § 1 *et. seq.* (the "FAA").

YOU ACKNOWLEDGE THAT YOU AND WE AGREE THAT NO CLASS ACTION, CLASS-WIDE ARBITRATION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER PROCEEDING WHERE SOMEONE ACTS IN A REPRESENTATIVE CAPACITY, MAY BE PURSUED IN ANY ARBITRATION OR IN ANY COURT PROCEEDING, REGARDLESS OF WHEN THE DISPUTE AROSE OR ACCRUED, OR WHEN THE ALLEGATIONS OR FACTS UNDERLYING THE DISPUTE OCCURRED. Unless mutually agreed to by you and us, claims of two or more persons may not be joined, consolidated, or otherwise brought together in the same arbitration (unless those persons are joint account holders or beneficiaries on your account and/or related accounts, or parties to a single transaction or related transaction), whether or not the claim may have been assigned.

Disputes Subject to Arbitration.

You and we agree to arbitrate any and all disputes, except for those disputes specifically excluded below. A "dispute" means any claim, dispute, demand, complaint, controversy or cause of action (including any that may have accrued in the past) between you and us, of any nature whatsoever, regarding any past, present or future conduct or facts, which are based upon, arise out of, relate to, or concern your account, this agreement (or a prior account agreement), our relationship, or our services, regardless of whether that

dispute or the facts underlying or giving rise to the dispute arose before or after your receipt of this Arbitration Provision.

Disputes include claims made as part of a class action, private attorney general or other representative action, it being expressly understood and agreed to that the arbitration of such claims must proceed on an individual (non-class, non-representative) basis and the arbitrator may award relief only on an individual (non-class, non-representative) basis. Disputes also include claims relating to the enforceability, validity, scope or interpretation of any of these arbitration provisions. Any questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

All disputes are subject to arbitration, no matter what legal theory they are based on, or what remedy (damages, or injunctive or declaratory relief) they seek. Disputes include any unresolved claims concerning any services relating to your accounts. Disputes include not only claims made directly by you, but also made by anyone connected with you or claiming through you, such as a joint account holder, account beneficiary, employee, representative, agent, predecessor or successor, heir, assignee, or trustee in bankruptcy. Disputes include not only claims that relate directly to Springs Valley Bank & Trust Company, but also our parent, affiliates, successors, assignees, employees, and agents, and claims for which we may be directly or indirectly liable, even if we are not properly named at the time the claim is made. Disputes include claims based on any theory of law, contract, statute, regulation, tort (including fraud or any intentional tort), or any other legal or equitable ground, and include claims asserted as counterclaims, cross-claims, third-party claims, interpleaders or otherwise; and claims made independently or with other claims. If party initiates a proceeding in court regarding a dispute which is included under this arbitration provision, the other party may elect to proceed in arbitration pursuant to this arbitration provision.

Disputes Excluded from Arbitration.

A dispute filed by you or by us individually in a small claims court is not subject to arbitration, so long as the dispute remains in such court and proceeds only as an individual (non-class, non-representative) claim for relief. However, if a matter in small claims court is removed, transferred, or appealed to a non-small claims court, that dispute shall be subject to this arbitration provision and you or we have the right to elect arbitration. Disputes arising from your status as a borrower under any loan agreement with us are also excluded from this arbitration provision.

Commencing Arbitration.

If you or we elect to arbitrate a dispute, the party electing arbitration must notify the other party in writing. Your notice to us shall be sent to Springs Valley Bank & Trust Company, Attn: President, 8482 West State Road 56, French Lick, Indiana 47432. Our notice to you shall be sent to the most recent address for you in our files. Arbitration may be elected at any time, even when there is a pending lawsuit, unless a trial has begun, or a final judgment entered. Neither you nor we waive the right to arbitrate by filing or serving a complaint, answer, counterclaim, motion, or discovery in a court lawsuit. To elect arbitration, a party may file a motion to compel arbitration in a pending matter and/or commence arbitration by submitting the required forms and requisite filing fees to the arbitration administrator.

Arbitration Administration and Rules.

The party electing arbitration must choose between one of two administrators: the American Arbitration Association ("AAA") or JAMS and follow its rules and procedures for initiating and pursuing an arbitration. The administrator chosen will apply its rules in effect at the time arbitration is elected. You may obtain a copy of the rules, and more information about initiating an arbitration, by contacting AAA at 1-800-778-7879 (toll-free) or visiting www.adr.org, or contacting JAMS at 1-800-352-5267 (toll-free) or visiting www.jamsadr.com. The Claim will be resolved by a single, neutral arbitrator. The arbitrator is bound by the

terms of this arbitration provision. The arbitrator shall be competent in the substantive laws applicable to the dispute's subject matter and will be either a lawyer with at least ten years' experience or a retired or former judge selected in accordance with the rules of the arbitration forum. If, for any reason, AAA or JAMS is unable or unwilling or ceases to serve as the administrator then the dispute shall be arbitrated by a neutral arbitrator selected by agreement of the parties (or if the parties cannot agree, selected by a court in accordance with the FAA). The neutral arbitrator selected by the parties or the court shall apply the Federal Rules of Evidence and the Federal Rules of Procedure concerning discovery, except that the above class action waiver is specifically enforceable notwithstanding any Federal Rule of Procedure to the contrary.

You understand and agree that the applicable rules and procedures in arbitration may limit the discovery available to you or us. The arbitrator will take reasonable steps to protect member account information and other confidential information if requested to do so by you or by us. The arbitrator shall decide the dispute in accordance with applicable substantive law consistent with the FAA and applicable statutes of limitations, will honor claims of privilege recognized at law, and will be empowered to award any damages or other relief provided for under applicable law. The arbitrator will not have the power to award relief to, or against, any person who is not a party to the arbitration. An award in arbitration shall determine the rights and obligations between the named parties only, and only in respect of the claims in arbitration, and shall not have any bearing on the rights and obligations of any other person, or on the resolution of any other dispute. You or we may choose to have a hearing and be represented by counsel. The decision rendered by the arbitrator shall be in writing. At your or our request, the Arbitrator shall issue a written, reasoned decision following applicable law and relief granted must be relief that could be granted by a court under applicable law. Judgment on the arbitration award may be entered by any court of competent jurisdiction.

Each of you and we shall be entitled to be represented in any arbitration, at such party's sole expense (except as otherwise provided in this arbitration provision), by an attorney or other representative of such party's choosing. You and we agree that the arbitration is confidential, and neither the arbitrator, you, nor we will disclose the existence, content, subject, or results of any arbitration beyond the arbitration proceeding itself, except as required by law or as is necessary to affect the terms of the arbitration decision.

Means and Location of Arbitration.

Arbitration may be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the applicable arbitration rules. Any in-person arbitration hearing shall be conducted at a location reasonably convenient to your residence unless the parties agree to a different location in writing.

Costs.

The party initiating the arbitration shall pay the initial filing fee. If you file the arbitration and an award is rendered in your favor, we will reimburse you for your initial filing fee. All other arbitration fees and costs will be allocated in accordance with the rules of the AAA or JAMS and each party shall be responsible for and pay their own respective costs and expenses including attorneys' fees, incurred by them in connection with the arbitration, unless permitted by applicable law and awarded by the arbitrator.

Right to Resort to Provisional Remedies.

Nothing in this arbitration provision limits or constrains any (a) right to self-help remedies, such as the right of set-off or the right to restrain funds in an account, (b) individual judicial action by you or we that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind, (c) right or obligation to interplead funds in the event of a dispute, (d) right to exercise any security interest or lien in property, (e) obligation to comply with legal process, or (f) right to obtain provisional remedies with respect to funds or property, such as injunctive relief, seizure, attachment, or garnishment by a court having appropriate jurisdiction.

Right to Discovery.

In addition to the parties' rights to obtain discovery pursuant to the arbitration rules of the administrator, the arbitrator shall have discretion, subject to any claims of privilege, to grant or deny a written request of either party to expand the scope of discovery normally allowable under the arbitration rules of the administrator.

Applicable Law.

You and we agree that our relationship includes transactions involving interstate commerce, and, as a result, the FAA governs the interpretation and enforcement of this arbitration provision. To the extent state law is applicable, the laws of the State of Indiana shall apply.

Arbitration Award.

At the timely request of either you or we, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator's authority is limited to the dispute between you and us. The arbitrator's award shall be final and binding on you and us, except for any right of appeal provided by the FAA. Judgment upon the award rendered in the arbitration may be entered in a court having proper jurisdiction.

Class Action Waiver.

IF EITHER YOU OR WE ELECT TO ARBITRATE A CLAIM, YOU AND WE AGREE THAT NEITHER YOU NOR WE WILL HAVE THE RIGHT TO (AND YOU AND WE HEREBY WAIVE THE RIGHT TO: (A) PROCEED ON ANY DISPUTE IN COURT OR IN ARBITRATION AS A CLASS CLAIM OR CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION; (B) PARTICIPATE IN, OR BE REPRESENTED IN, A CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE ACTION IN COURT OR IN ARBITRATION, EITHER AS A CLASS REPRESENTATIVE OR CLASS MEMBER; (C) JOIN OR CONSOLIDATE DISPUTES WITH CLAIMS OF ANY OTHER PERSONS (EXCEPT FOR CLAIMANTS WHO ARE ON THE SAME ACCOUNT); OR (D) SEEK ANY AWARD, REMEDY, OR RELIEF AGAINST OR ON BEHALF OF ANYONE WHO IS NOT A NAMED PARTY TO THE ACTION. No arbitrator shall have any authority to conduct any arbitration in violation of this arbitration provision (including this Class Action Waiver) or to issue any relief that applies to any person other than you and/or us individually.

You and we agree that this Class Action Waiver is material and essential to the arbitration of any disputes and is non-severable from this arbitration provision. If this Class Action Waiver is voided, found unenforceable, or limited with respect to any dispute, then this arbitration provision (except for this sentence and the Jury Trial Waiver) shall be null and void with respect to such dispute, subject to the right to appeal the limitation or invalidation of this Class Action Waiver. However, the arbitration provision shall remain valid with respect to all other disputes. You and we acknowledge and agree that under no circumstances will a class action be arbitrated.

Conflicts; Severability; Survival.

In the event of a conflict or inconsistency between the provisions of this arbitration provision and the applicable arbitration rules, or any other terms of this agreement, the provisions of this arbitration provision shall control. Subject to the subsection above entitled "Class Action Waiver," if any part of this arbitration provision is deemed or found to be invalid or unenforceable for any reason, the remainder shall be enforceable. No portion of this arbitration provision may be amended, modified, severed, or waived absent

a written agreement between you and an authorized officer of Springs Valley Bank & Trust Company. This arbitration provision shall survive (a) the termination or closing of your account or related services and the termination of any relationship between you and us, including the termination of this agreement, (b) any changes or amendments to the account or related services or this agreement, (c) any legal proceeding, (d) any use of the right of set-off or any other self-help remedy or other remedy or action, (e) any transfer or assignment of the account, and (f) any bankruptcy of any party (to the extent consistent with applicable bankruptcy law).

Jury Trial Waiver.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IF A CLAIM IS RESOLVED IN COURT RATHER THAN ARBITRATION, YOU AND WE HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY, AND IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY CLAIM, DISPUTE, CONTROVERSY, OR CAUSE OF ACTION BASED UPON, ARISING OUT OF, RELATED TO, OR CONCERNING YOUR ACCOUNT, THIS AGREEMENT, OUR RELATIONSHIP, OR OUR SERVICES.

Your Right to Opt Out.

YOU MAY CHOSE TO REJECT (OPT OUT OF) THIS RESOLUTION OF DISPUTES BY ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE by first class mail or certified mail, return receipt requested, to Springs Valley Bank & Trust Company, Attn: President, 8482 West State Road 56, P.O. Box 191, French Lick, Indiana 47432. Your notice must state that you opt out of arbitration and include your name, address, account number(s) for which you wish to opt out of arbitration, and personal signature. For accounts with joint ownership, either account owner may send a notice. To be effective, we must receive your notice within thirty (30) calendar days after either (a) the date this arbitration provision was first delivered or otherwise made available to you, in paper or electronic form, or (b) the day you open your account, whichever is later. These are the only procedures you can use to opt out of arbitration. If you fail to opt-out within this thirty (30) day period, you are bound by this arbitration provision. If you exercise your right to opt-out, you're opting out of arbitration will not affect your ability to obtain any account, product, or service from us, or your other rights or responsibilities under this agreement. Opting out of arbitration applies only to the account(s) identified in your notice. If this arbitration provision has already been delivered or otherwise made available to you, amendments to this agreement will not give you a new right to opt out of arbitration, unless we amend a substantive clause of this arbitration provision. **Opting out of arbitration does not affect the jury trial waiver contained in this arbitration provision. The jury trial waiver remains valid and will still apply if you opt out of arbitration.**