

## DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

**INTRODUCTION.** In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as "you" and "your" and the Financial Institution at which you maintain one or more deposit accounts is referred to as "we", "our", and "us". This Deposit Account Agreement and Disclosure contains the terms and conditions governing certain of your deposit accounts with us. As used in this document, the term "Agreement" means this document, the signature card, a Rate and Fee Schedule (the "Schedule"), Truth in Savings Disclosures, a Funds Availability Policy Disclosure, a Privacy Policy Notice, an Electronic Funds Transfer Agreement and Disclosure and any other disclosures provided to you, if applicable. As used in this document, "Costs" means all losses, costs, damages, fees, fines, expenses and other liabilities we incur (including, without limitation, attorneys' fees and the costs and expenses of collection, litigation, arbitration or other dispute resolution (whether at trial or on appeal) to the extent permitted by law and regardless of whether initiated by you, by us, or by a third party). As used in this document, "Claims" means all claims, actions, suits and other proceedings (in each case, whether groundless or otherwise, whether initiated by you, by us or by a third party, and whether initiated before or after your Account is closed and/or the Agreement is terminated) and any resulting judgments, awards, orders, fines and penalties. Each of you signing the Signature Card for a deposit account acknowledges receipt of the Agreement and agrees to the terms set forth in the Agreement, as amended from time to time. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or subsequent thereto on a one time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of this Agreement. In establishing an account with us, you acknowledge and agree that our relationship with you is that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit, even if your account is titled as a "trust account" or similar designation. You should READ and RETAIN this Agreement so that you can refer to it whenever you have a question about your account.

**DATE ACCOUNT OPENED.** If you open an account with us on a non-business day that we are open, we will consider that the transaction was made at the opening of the next business day for account opening, effective date and issue date purposes.

**DEPOSIT ACCOUNTS.** From time to time, we may offer or you may open a variety of deposit accounts. Each such account (the "Account") is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in this Agreement. If you open multiple Accounts, you may receive Schedule information for each Account, but this Agreement will cover all of your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account (including, without limitation, overdrafts and Account charges) and jointly and severally promise to pay, upon demand, any and all debit balances, all fees and charges, and all Costs.

**INTEREST.** If your Account earns interest, the following information applies: **(a) Payment of Interest.** We will pay interest at the annual rate specified on the Schedule, which does not reflect compounding ("Interest Rate"). The Schedule also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. Unless otherwise set forth in the Schedule, interest begins to accrue on the business day on which we receive credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank or correspondent bank, as applicable). **(b) Minimum Balance Requirements.** The Schedule may specify a minimum balance that you are required to maintain in your Account. If the minimum balance is not maintained during a specified period, we, at our option, may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the Schedule. **(c) Initial Interest Rate.** The initial interest rate is the current annual rate of interest that we will pay on the specified balance in your Account. We may pay interest at different rates, depending on the amount deposited and the type of depositor (individual, business, non-profit organization, etc.). **(d) Interest Compounding and Crediting.** The Schedule will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account. **(e) Interest Accrual.** We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest. Unless otherwise set forth in the Schedule, if any interest-bearing account is closed prior to an interest payment date, we will not pay the accrued unpaid interest on the account. **(f) Changes.** We have the right to change the rates and fees in accordance with the terms of the Schedule. We also reserve the right to change any other term of this Agreement at our sole discretion.

**FEES AND CHARGES.** Subject to applicable law, you agree to pay us the fees and charges shown in the Schedules as are applicable to your Account or for other services performed by us. You agree that we may change the fees and charges from time to time. We will notify you of the changes, to the extent required by law. You authorize us to debit your Account for their payment whether or not any such debit results in an overdraft of your Account. Existing and future fees and charges may be based upon the overall costs of providing account services and may be based upon the direct cost or expense associated with providing the particular service involved. The fees and charges may be based on consideration of profit, competitive position, deterrence of misuse of account privileges by customers, and the safety and soundness of the financial institution. Your fees and charges may differ from those of other customers with the same type of account, based on our assessment of your overall relationship with us.

**BALANCE METHODS.** As used in this Agreement, the "average daily balance" method means "the application of a periodic rate to the average daily balance in the account for the period, determined by adding the full amount of principal in the account for each day of the period and dividing that figure by the number of days in the period." The "daily balance" method means "the application of a daily periodic rate to the full amount of principal in the account each day."

**DEPOSIT RULES.** The following terms apply to deposits made to your Account: **(a) Deposits and Deposit Slips.** You may make deposits in person, by mail or by any other method we make available, such as our automated teller machines. You are encouraged to use your personalized deposit slips in order to help us credit deposits to your Account as soon as possible and to minimize errors. If you do not use your personalized deposit slips, you agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or by one of our employees. **(b) Risk of Loss and Reconstruction.** We are not responsible for deposits made by mail, night depository or other outside depository until we actually record the receipt of those deposits in our books and records. You are responsible for reconstruction and proof of

loss of any items included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items included in the deposits that are lost or stolen after we have received and accepted the deposit. **(c) Limits on Deposits, Foreign Items and Correction of Errors.** We reserve the right to limit, refuse or return any deposit. All deposits must be of, or denominated in, United States currency. If you deposit foreign currency or items that are denominated in foreign currency, the final credit to your Account will be based on the exchange rate in effect at the time we receive final payment for that item in United States currency. If we discover an error in any deposit or in our processing of it, we may make correcting entries to your Account and notify you of the correction. There is no time limit within which we may make such a correction. **(d) Substitute Checks and Image Replacement Documents.** You agree that you will not deposit, without our prior written consent, "substitute checks", as defined by federal law, or image replacement documents that purport to be substitute checks and that have not been previously endorsed by a bank. If you deposit such an item to your Account, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable laws or regulations and you agree to reimburse us for all Costs we incur with respect to warranty or indemnity claims. If you provide us with an electronic representation of a check or a substitute check for deposit into your Account instead of an original check, you give us the same warranties and indemnities that you would have given you if you had deposited the original check and you agree to reimburse us for all Costs we incur because any substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or the electronic representation otherwise causes duplicate payments. **(e) Remotely Created Checks.** If you deposit a remotely created check to your Account, you represent, warrant and agree to the following: (1) the person on whose account the check is drawn authorized the issuance of the check in the amount and to the payee stated on it; (2) if you created the check (A) you have express, verifiable proof of that authorization, (B) you will maintain that proof for at least 2 years from the date of the authorization, and (C) you will give us that proof upon our request for it; and (3) if the check is returned, you owe us the amount of the check, regardless of when the check is returned and you agree to reimburse us for all Costs we incur as a result of any breach of these representations, warranties and agreements. **(f) Cutoff Hour.** If we receive an item on a day that is not a business day or after our cutoff time on a business day, the item is deemed to have been received on our next business day. Currently, every day we are open (other than a Saturday, Sunday or other legal bank holiday) is a business day. Our cutoff is currently at branch closing time. Our business days and cutoff time are subject to change from time to time in our discretion. Except to the extent additional notice is required by law, any change in our business days or cutoff time becomes effective on the day the new business days or cutoff time are posted at our offices. **(g) Endorsements.** You authorize us to accept transfers, checks, and other items for deposit to your Account if they are made payable to, or to the order of, any one or more of you, whether or not they are endorsed by you. You authorize us to supply your missing endorsements, and you warrant that all endorsements are genuine. All checks and other items deposited to your Account should be endorsed payable to the order of us for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the check or other item within the first 1-1/2 inches from the left side of the item when looking at it from the front. While we may accept non-conforming endorsements, you will be responsible for all costs we incur due to the delay in processing or returning the item for payment. **(h) Notice of Stop Payment, Legal Process, or Setoff.** A check received by us before the close of the banking day may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to close of the next banking day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay a check if it is received after that time. Additional limitations regarding stop payment orders, the right of setoff, or other legal process may be found elsewhere in the Agreement. **(i) Direct Deposits.** If we offer direct deposit services for automatic preauthorized deposits to your Account of Social Security payments or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or preauthorized transfer if you wish to cancel the direct deposit or transfer service. If any amount deposited must be returned to the government for any reason, you authorize us to deduct the amount from your Account. **(j) Crediting of Deposits.** The Funds Availability Policy Disclosure provided to you reflects our policies relating to the availability of deposited funds.

**COLLECTION RULES.** The following terms apply to our collection of items that you deposit to your Account: **(a) Agency Status.** Even though we may credit your Account immediately when you make a deposit, we receive any item (other than United States currency) for deposit or collection as your collection agent, we assume no responsibility beyond the exercise of due care and we may handle the collection of any such item in accordance with our usual practices. Special instructions for handling an item are effective only if made in a signed writing and given to us along with the item in question. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing House Association or Funds Transfer System rules, and contractual arrangements we have with other financial institutions. **(b) Provisional Credit, Final Payment and Charge Back.** All non-cash items (for example, checks) deposited to your Account (including those items drawn on another account with us) are provisionally credited to your Account subject to final payment and receipt of proceeds by us. If we do not receive final payment for any item you have deposited or cashed or any such item is charged back to us for any reason, you authorize us to debit any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and all Costs. This authorization applies without regard to whether or not the item is returned to us, whether or not the item was deposited or returned by electronic or other means, whether or not the bank on which the item was drawn returned the item before its midnight deadline and whether or not doing so results in an overdraft in your Accounts. Furthermore, if a check or other item you deposit or cash is finally paid by the bank on which it is drawn and that bank later returns the item to us claiming that it was altered, forged, unauthorized, or should not have been paid for some other reason, you authorize us to debit any of your Accounts for the amount of the item (along with our returned item fee, any interest paid on that item, and all Costs), even if doing so results in an overdraft in your Account. We are authorized to pursue collection of a previously dishonored item and, in so doing, may permit the bank on which that item is drawn to hold it beyond the midnight deadline.

**WITHDRAWAL RULES.** The following terms apply to withdrawals from your Account: **(a) Methods and Limits on Withdrawals.** You may make withdrawals from your Account in any manner permitted by us for the type of Account that you have opened. Withdrawals by mail will be posted to your Account as of the day we process them. We reserve the right to limit the amount of funds that may be withdrawn from your Account in cash for various reasons (including, without limitation, the amount of currency that is available at a particular branch or ATM terminal). We may refuse to accept and/or impose a fee for processing (1) any check other than standard checks we provided or approved in advance or (2) a withdrawal or

transfer request that is attempted by any manner not specifically authorized for your Account, that is greater in frequency or number than that specifically permitted for your Account, or which is for an amount less than any minimum withdrawal or transfer denomination required for your Account. We also may refuse to allow and/or impose a fee for processing a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. Withdrawals and transfers from your Account may also be restricted as provided in the Agreement or the Schedule, or by applicable law. You are responsible for the condition of a check or item when you issue it. If any check or item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or back of the check or item, you will be responsible for any cost and liabilities associated with such return or delay. **(b) Electronic Check Conversion.** You authorize us to honor electronic debits against your Account resulting from an electronic check conversion. An electronic check conversion occurs when you give a paper check to a merchant or other payee and authorize that person to capture the routing, account, and serial numbers from that paper check to initiate an electronic debit to your Account. If one of your paper checks is converted it will be collected electronically and charged against your Account much more quickly than a paper check. This means that (1) you will have a reduced right to stop payment, (2) you need to make sure that your Account has sufficient collected funds to cover the debit, and (3) you will not receive a copy of that cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your Account. **(c) Electronic Presentment and Posting.** You authorize us to charge your Account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. You also authorize us to charge your Account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection in another institution or is being processed against your Account by a merchant (e.g., at a point-of-sale terminal). In that regard, you should understand that some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the balance available in your Account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures. **(d) Available Funds and Posting Order.** Withdrawals are generally made first from finally collected funds and, unless prohibited by law or the Funds Availability Policy Disclosure, we may refuse to honor and/or impose a fee for each item or other debit presented or made against uncollected funds. We may post and pay items and other debits (including those payable to us or on which we may be liable) in any order we determine, even if paying a particular item or debit results in an insufficient balance in your Account to pay one or more other items or debits that otherwise could have been paid out of your Account. Without limiting the generality of the previous sentence and with certain exceptions, our current practice is to post and pay items and other debits in decreasing dollar amount (i.e., from the largest dollar amount to the smallest dollar amount). Without prior notice we may change the order in which we generally post and pay items and other debits at any time and from time to time. **(e) Insufficient Funds and Overdrafts.** Each item and other debit drawn against insufficient available funds in your Account (and that is not covered by a separate overdraft protection agreement with us) is subject to the service fee set forth in the Schedule. We may determine whether or not your Account contains sufficient available funds to pay an item or other debit at any time between the time we receive the item or other debit and our return deadline, and only one determination of the available balance in your Account is required. If that determination reveals insufficient available funds to pay the item or other debit, we are not required to honor the item or other debit and may return it. Alternatively, we may honor the item or other debit and create an overdraft in your Account. However, our honoring of one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft. Moreover, we are not required to send you prior notice on items or other debits returned for insufficient available funds. You agree to deposit sufficient available funds to cover the overdraft and any service fees upon notice of the overdraft, and to reimburse us for any Costs we incur in collecting the overdraft from you. **(f) Notice Requirements.** Federal regulations require us to retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market account. Although we usually pay withdrawals or checks without notice on these accounts, doing so does not mean that we give up this right. **(g) Postdated Items.** You agree that when you write a check, you will not date the check in the future. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. You agree that if we pay the check, the check will be posted to your Account on the date we pay the check, even though the posting date is prior to the date of the check. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated check if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date amount, and number of the check, along with the name of the payee. Notices are effective for the time periods stated under STOP PAYMENT ORDERS. You agree that we may return a postdated check to the presenter. **(h) Power of Attorney.** The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We may refuse to comply with a power of attorney for any reason. We may also require an affidavit from the agent stating that the Power of Attorney presented is a true copy and that, to the best of the agent's knowledge, the principal is alive and that the relevant powers of the agent have not been altered or terminated. **(i) Signatures.** You authorize us to store and use Signature Card information in any reasonable form we deem necessary, including any digitized signature capture process. If you use a facsimile signature or other form of signature device you acknowledge that it is for your sole benefit and convenience, and agree you shall have the sole responsibility for maintaining security of the facsimile signature or device by which it is affixed and you shall bear the entire risk for unauthorized use thereof whether or not you are negligent. You agree that neither any facsimile signature we have been authorized to honor, nor any facsimile signature which reasonably resembles the specimen you are required to provide to us may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all Claims and Costs we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed. If you use any form of facsimile signature device, you agree to deliver a sample to us. When your Account was established you may have indicated a desire for more than one authorized signature on certain items or other debits by designating a specific number of desired signatures on the signature card, a resolution or in a separate written authorization that you gave us. However, because our automated processing procedures preclude us from identifying items and other debits that require multiple signatures, you recognize that such a requirement is for your internal purposes only, and you agree that we are not required to determine if any item or other debit contains the number of

signatures indicated by any such designation **(j) Preauthorized Drafts.** If you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any debit to your Account initiated by the party to whom you gave the information is deemed authorized by you. **(k) Automated Processing and Check Legends.** We have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures are based on the use of high-speed automated check processing equipment that relies primarily on information encoded onto each item in magnetic ink. As a result, you agree that in paying or taking an item for collection, we may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, you agree that we may rely on the amount of a check as encoded in magnetic ink, even if the magnetically encoded amount differs from the face amount of the check. Similarly, you agree that we may disregard restrictive language (such as "Void after 90 Days," "Paid In Full," "Two Signatures Required," "Void Over \$100" or similar statements) in paying or taking an item for collection. You agree to reimburse us for all Costs we incur because you issue or deposit an item containing such language. You also agree that we do not fail to exercise ordinary care in paying items solely because our procedures do not provide for the sight examination of any items, or only items below a threshold amount we determine from time to time. **(l) Cashing Checks for Non-Customers.** We reserve the right to require reasonable identification from any person presenting a check drawn on us. Reasonable identification includes a thumbprint. We also reserve the right to refuse to cash any checks presented by non-customers. Because cashing a check for a non-customer exposes us to additional fraud risks, you agree that we may (1) charge a fee for cashing a check for a non-customer when the check is drawn on your Account, and (2) deduct the fee from the cash remitted to the non-customer. You agree that we will not be liable for wrongful dishonor for refusing to cash a check if the payee refuses or fails to pay a fee or comply with our identification procedures.

**FRAUD DETECTION AND DETERRENCE; IDENTITY THEFT.** Check and other fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. There are several precautions you can and should take to decrease the risk of unauthorized debits to your account. Such precautions include, but are not limited to: (a) safeguarding critical identity information such as your Account number, (b) safeguarding checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, and facsimile signature machines, (c) avoiding the writing of checks in a way that encourages alteration, such as using pencil or leaving large spaces, (d) promptly and carefully reviewing each monthly bank statement for unauthorized debits, and promptly reporting any claims to us, (e) reviewing checkbooks, unused checks and on-line statements for unauthorized activity upon any suspicion that checks may have been stolen, and (f) closing your account immediately upon discovery of any known or suspected unauthorized debits. In addition, we may from time to time make certain products and services that are designed to detect and/or deter check fraud available to you. While no product or service will be completely effective, we believe that the products and services we offer will reduce the likelihood that certain types of fraudulent items and other debits will be paid against your Account. As a result, you agree that if you fail to implement any of these products or services, you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item or other debit that such product or service was designed to detect or deter, that we will not be required to recredit your Account or otherwise have any liability for paying such items or other debits, and that you will indemnify us for Claims and Costs relating in any way to such items or other debits as long as we have dealt with such items or other debits in good faith and in accordance with prevailing commercial banking standards (other than any such standards relating to the use of the products or services in question).

**STALE CHECKS.** We reserve the right to pay or dishonor any item more than six months old without prior notice to you.

**CHECKING ACCOUNTS.** If your account is a checking account, the following terms may apply. No interest will be paid on any demand deposit checking account with us. If we offer NOW (interest bearing checking) accounts, the account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor or a governmental unit, but not professional corporations or business partnerships. A NOW account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a NOW account. Otherwise, an organization may hold a NOW account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

**SAVINGS ACCOUNTS.** If your account is an interest bearing account and is not a NOW account or time deposit, the following terms may apply.

**(a) Transfers and Withdrawals.** If your Account is a savings or money market deposit account, federal law requires that an Account Holder may make no more than six preauthorized withdrawals, automatic or telephonic transfers, checks, drafts, and debit card or other similar transaction from your Account per month or statement cycle. **(b) Excess Transactions.** In accordance with federal law, if you have more than the allowable preauthorized withdrawals, automatic or telephonic transfers, checks, drafts, and debit card or other similar transactions from your Account per month or statement cycle, your Account may be subject to closure by us and the funds placed in another account that you are eligible to maintain, or we may take away the transfer and draft capabilities of the account.

**TIME DEPOSITS.** If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty. We will consider requests for early withdrawal and, if granted, the penalty provided in the Schedule will apply. **(a) Penalty.** The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit. The penalty is determined by the term of the C.D. as follows: 7 - 31 day C.D. - penalty comes after one day grace period the amount is equal to the term of the C.D.; maturity of 1 year or less - penalty of 90 days interest; maturity of over 1 to 2 1/2 years - penalty of 180 days interest; maturity of over 2 1/2 years - penalty 360 days interest. We may substitute the penalty described in this section with another penalty which will be provided to you in a separate writing at the time you purchase your C.D.

**(b) Exceptions.** We may let you withdraw money from your Account before maturity date without an early withdrawal penalty: (1) when one or more

of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; or (2) when the Account is an Individual Retirement Account (IRA) established in accordance with 26 USC 408 and the money is paid within seven (7) days after the Account is opened; or (3) when the Account is a Keogh Plan (Keogh), if you forfeit at least the interest earned on the withdrawn funds; or (4) if the time deposit is an IRA or Keogh Plan established pursuant to 26 USC 408 or 26 USC 401, when you reach age 59 1/2 or become disabled; or (5) within an applicable grace period (if any).

**STOP PAYMENT ORDERS.** Subject to certain limitations you may order us to stop payment on any check or other item payable for your Account, whether drawn by you or any other account holder. The stop payment request will be effective if we receive the order at such time and in such manner as to afford us a reasonable opportunity to act upon the order. The stop payment order is effective for six months but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in a separate writing to us within that period. We will not give you notice that a stop payment order has expired. A stop payment order may be renewed for an additional six months if renewed in writing by you during the effective time period. Only the person who initiated the order may give a release or cancellation of a stop order. We will require you to provide the date, the amount and the number of the item, together with the name of the payee. If you give us incorrect information, we will not be liable for failing to stop payment on the item. Moreover, we are not obligated to re-credit your Account if we pay a check over a valid and timely stop order unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying a check over a valid and timely stop order, you agree to transfer to us all of your rights against the payee or other holder of the check, and to assist us in any legal action we may later take against that person. If we comply with a stop order with respect to a check or other item drawn against your Account, you agree to defend, indemnify and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that stop order. You may not stop payment on a money order or check (such as an official, certified, cashier's, or teller's check) issued by us, or request us to stop payment if we have otherwise become accountable for the item. In addition, you may not stop payment on checks governed by separate agreement, such as a check guaranty agreement. Further, you may not stop payment on an item after acceptance of the item by us. Our acceptance of a stop payment order will not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the order.

**INTERNAL ACCOUNT RESTRUCTURING.** For regulatory and accounting purposes, your Account will consist of two "sub-accounts" on our books: (1) either a non-interest-bearing (demand) account or an interest bearing (NOW) sub-account (either of which is referred to as the "checking sub-account"), and (2) a money market sub-account. These sub-accounts are treated as a single account for statements and daily use of your Account. No interest will be earned on either sub-account for non-interest bearing accounts. On interest-bearing accounts, the same interest rate may be paid on both sub-accounts, and your periodic statement will reflect a single blended annual percentage yield (APY) earned. Whenever the balance in the checking sub-account exceeds a threshold amount (which we may set and change at our discretion), we may transfer funds above that amount to the money market sub-account. As these funds are needed to pay items presented against your account, we will transfer funds from the money market sub-account to the checking sub-account, up to six (6) times per statement month. If a sixth transfer is needed, the entire balance in the money market sub-account will be transferred into the checking sub-account. This process may be repeated each statement month. This process has no effect on daily use of your Account, on how checks are paid, or on how activity appears on your statements.

**FORMS OF ACCOUNT OWNERSHIP.** The way in which your Account is owned is designated on the Signature Card. We may rely on the form of ownership of your Account, as designated on the Signature Card, for all purposes relating to your Account. By signing the Signature Card you are approving the form of ownership and titling of your Account designated on the Signature Card. We have no responsibility to inform you as to how the designated form of ownership or titling affects your legal interests. If you have any questions regarding those matters, you should consult your own attorney, as you bear the sole responsibility for them. Based upon the type of account ownership that you have designated, the following terms and conditions apply.

**INDIVIDUAL ACCOUNTS.** An Individual Account is an account in the name of one depositor only, who is the sole owner of the Account. Only that person, or a person authorized by the owner, may write checks against the Account or withdraw money from it, regardless of who actually owns the funds.

**MULTIPLE-PARTY ACCOUNTS.** This section pertains to multiple party accounts: **(a) Joint Account Ownership.** An account with two or more Account Holders is a joint account. We offer two types of joint accounts: **(1) Tenants In Common With No Right of Survivorship.** If your Account is a joint account without right of survivorship, upon the death of one of the joint Account Holders, that person's proportionate ownership interest will pass to the estate of the deceased Account Holder. **(2) Joint Tenants With Right of Survivorship and Not as Tenants In Common.** If your Account is a joint account with right of survivorship, upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Holder(s). Unless you designate otherwise on the Signature Card, joint Account Holders will be considered as joint tenants with right of survivorship. We do not offer tenancy by the entireties accounts and in no event will a joint account be deemed to be held as tenants by the entireties, even if the joint owners are husband and wife and live in a state that recognizes that form of ownership. If you have previously designated your account ownership to be tenants by the entireties, then your account shall continue to be a tenancy by the entireties. Regardless of whether a joint Account is held as joint tenants with rights of survivorship, tenants by the entireties or as tenants in common, the joint Account is subject to the following special rules: (A) Each joint Account Holder, without the consent of any other Account Holder, may, and hereby is authorized by every other joint Account Holder to make any transaction permitted under the Agreement, including without limitation, (1) to withdraw all or any part of the account funds, (2) to pledge the account funds as collateral to us for any obligation whether that of one or more Account Holders or of a third party, (3) to endorse and deposit checks and other items payable to any joint Account Holder, (4) to give stop payment orders on any check or item, whether drawn by that Account Holder or not, and (5) to close the account, with the disbursement of account proceeds as instructed by the joint Account Holder. (B) Each joint Account Holder is authorized to act for the other Account Holder(s) and we may accept orders and instructions regarding the account from any joint Account Holder. (C) Each joint Account Holder guarantees the signatures of the other Account Holder(s) and authorizes each Account Holder to endorse checks for deposit if they are payable to any Account Holder. (D) If we believe there to be a dispute between joint Account Holders or we receive inconsistent instructions from the Account Holders, we

may suspend or close the account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the account. (E) Each joint Account Holder's obligations under the Agreement are joint and several; this means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts and debit balances as set forth above, irrespective of which joint Account Holder authorized or benefited from the withdrawal. (F) If you establish a joint account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents. (G) The joint Account is subject to the right of setoff as set forth below. (H) All of these rights exist irrespective of who contributed the funds to the Account. **(b) Totten Trust Account.** A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the account is owned by the trustee. The beneficiaries have no right to any funds in the account during the trustee's lifetime. As the owner of the account, the trustee may withdraw money from the account and may, by written direction to us, change the beneficiary under the account. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. When the trustee dies, the account is owned by the named beneficiary or beneficiaries. If there is more than one surviving beneficiary, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in our deposit account records and as allowed by applicable state law. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account. **(c) P.O.D. Account.** A Payable on Death (P.O.D.) Account is an account payable to the Account Holder during his or her lifetime. As the owner of the account, you may withdraw money from the account and may, by written direction to us, change the P.O.D. payee(s) under the account. When the Account Holder dies, the account is owned by the P.O.D. payee(s). If the P.O.D. Account is held by more than one person, each Account Holder will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in our deposit account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

**ADDITIONAL ACCOUNT TYPES.** This section applies to other deposit account types: **(a) Formal Trust Account.** A Formal Trust Account is an account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will supply to us an affidavit of the trustee(s) certifying certain aspects of the trust agreement upon which we may rely. We may also request a copy of any trust agreement covering the account. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account. **(b) Uniform Transfer To Minors.** If you have established the account as a custodian for a minor beneficiary under our state version of the Uniform Transfers to Minors Act or the Uniform Gifts to Minors Act, your rights and duties are governed by the Act. You will not be allowed to pledge the account as collateral for any loan to you. Deposits in the account will be held by us for the exclusive right and benefit of the minor. The custodian and/or any person opening the Account, in their individual capacity, agree to defend, indemnify and hold us harmless from and against any and all Claims and Costs we may suffer or incur arising out of any action or claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account. **(c) Agency Account.** An Agency Account is an account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the account but does not have an ownership interest in the account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership. **(d) Business Accounts.** If the Account is owned by a corporation, partnership, limited liability company, sole proprietorship, unincorporated association, or any other entity or organization that is not a natural person, then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on The Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold. **(e) Fiduciary Accounts.** With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, and the accounts described in subsections (a) through (c) above, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of account opening and at all times thereafter.

**ASSIGNABILITY.** The account established under this Agreement is not assignable or transferable except with our consent. We must approve any pledge of the Account and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account be closed and a new account opened in the name of the transferee or pledgee.

**YOUR INDEMNIFICATION OBLIGATIONS AND LIMITS ON OUR LIABILITY.** Unless finally determined by a court or arbitrator of proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify and hold us, our officers, employees and agents harmless from any and all Claims and Costs arising in connection with your Account or the services provided under this Agreement, and you further agree to defend, indemnify and hold us, our officers, employees and agents harmless from any and all Claims and Costs arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability. You agree that if we fail to properly complete a transaction according to the Agreement, we will only be liable for your actual damages resulting from that failure (but in no event for more than the amount of the transaction), and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claims. Even if our liability is established for your actual damages, in no event will we be liable to you for special, consequential or punitive damages arising out of or in connection with the transaction or the furnishing, performance or

use of any services contemplated by the Agreement, regardless of whether we may have been advised of the possibility of such damages unless required by applicable law. The limitations and exclusions in this paragraph apply to all claims of every kind, nature and description whether arising from breach of contract, breach of warranty, gross negligence or other tort, and will survive the termination of the Agreement and all of your business with us. Any action or proceeding by you to enforce an obligation, duty, or right arising under the Agreement or by law with respect to your Account or any service contemplated by the Agreement must be commenced against us within one year after the cause of action accrues. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal action that we may take to recover those amounts from any third party.

**RIGHT OF SETOFF.** Subject to applicable law, we may exercise our right of setoff or security interest against any and all of your Accounts (except IRA, Keogh Plan and Trust Accounts) without notice for any liability or debt of any of you, whether joint or individual, whether direct or contingent, whether now or hereafter existing and whether arising from overdrafts, endorsements, guarantees, loans, attachments, garnishments levies, attorneys' fees, or other obligations. If the account is a joint or multiple party account, each joint or multiple party account holder authorizes us to exercise our right of setoff against any and all Accounts of each account holder. Some government payments (such as Social Security, Supplemental Security Income, Veterans and other federal or state benefits) may be protected from attachment, levy or other legal process under federal or state law. If such protections would otherwise apply to our right of setoff or any other deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may setoff against and otherwise use these funds to pay amounts you owe us. If we incur any Costs in responding to any attachment, garnishment, or other levy that is not otherwise reimbursed, we may charge such Costs to you or your Account without prior notice to you. Any garnishment or other levy against your Account is subject to our right of setoff and security interest.

**DORMANT ACCOUNTS.** If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we will charge a dormant account fee on the account, and the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

**ACCOUNT STATEMENTS.** You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. The periodic statement will be considered correct for all purposes and we will not be liable for any payment made and charged to your Account unless you notify us in writing within certain time limits after the statement and checks are made available to you. Except as provided in the Check 21 Disclosure for consumer accounts, we will not be liable for any check that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement and the altered or forged item(s) are made available. Also, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the statement and first altered or forged items were made available. Except as provided in the Electronic Funds Transfer Agreement and Disclosure or in the Check 21 Disclosure with respect to consumer accounts, you must also report any other Account problem within thirty (30) calendar days or lose your right to assert the problem against us. If you have requested us to hold your Account statements, we have the right to mail your statement if you have not claimed them within thirty (30) calendar days. If we truncate your checks, you understand that your original checks will not be returned to you with your statement. You agree that our retention of checks does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any errors. If you elect to receive your account statements online, you agree that all applicable disclosure in that agreement shall apply to your account.

**WHOLESALE WIRE AND ACH TRANSACTIONS.** With respect to wire transfers or other transfers of funds not governed by the Electronic Funds Transfer Act, you agree to enter into and comply with our wire transfer agreement (if applicable) and to comply with our security procedures and this section. We advise you that any receiving bank (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order. **(a) Provisional Payment.** Credit given by us to you with respect to an ACH credit or wholesale (wire) funds transfer entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your account in connection with such entry and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry. **(b) Notice of Receipt.** We will notify you of the receipt of payments in the periodic account statements we provide to you. You acknowledge that we will not give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item.

**NOTICES.** The following terms apply to notices relating to your Account. **(a) Notice of Amendments.** You agree that the terms and conditions of the Agreement, including without limitation all rates, fees, and charges, may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the Account evidences your agreement to any amendment. Notices will be sent to the most recent address shown on our records for your Account. Only one notice will be given in the case of joint account holders. **(b) Account Changes.** Any account holder or person authorized to sign on an account is required to notify us in writing if any account holder or other person authorized to sign on an account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

**ACCOUNT TERMINATION.** We may close your Account at any time without notice to you. Further, for security reasons, we may require you to close your Account and to open a new account if (a) there is a change in authorized signers or a dispute among the depositors or signers, (b) there has been a forgery or fraud reported or committed involving your Account, (c) any Account checks are lost or stolen, (d) you have too many transfers from your Account, (e) any other provision of our agreement with you is violated. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. You agree to notify us of your intention to close your Account, and we hereby reserve the right

to request the notice in writing. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed account. The closure of your Account (whether by you or by us) does not release you from any obligations you incurred before that closure, those you incur in the process of closing your account or for your liability on outstanding items or other debit authorizations.

**GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with all applicable federal laws and all applicable substantive laws of the state in which we are located and where you opened your account. In addition, we are subject to certain federal and state regulations and local clearing house rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

**IDENTIFICATION NOTICE (USA PATRIOT ACT).** 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. When you open an account, we will ask for your name, address, date of birth, social security/tax identification number, and other information that will allow us to identify you. We may also ask you to see other identifying documents like a driver's license or documents to show your existence as a legal entity.

**YOUR WAIVER OF CERTAIN NOTICES.** You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your account. For example, if a check you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

**WAIVER OF TRIAL BY JURY.** To the extent permitted by law, if any dispute or claim results in a lawsuit, you and we knowingly and voluntarily agree that a judge, without a jury, will decide the case. The trial will be brought individually and not as part of a class action. If it is brought as a class action, it must proceed on an individual (non-class, non-representative basis). **YOU UNDERSTAND KNOWINGLY AND VOLUNTARILY AGREE THAT YOU AND WE ARE WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE OR BE REPRESENTED IN ANY CLASS ACTION LAWSUIT.**

**SHARING INFORMATION.** In addition to situations described elsewhere in the Deposit Account Agreement and Disclosure or other agreements related to your Account, we will disclose information about your Account and transfers and deposits you make when we are required to do so by statute or by court or governmental agency order, or when you give us your written direction to do so. Unless specifically prohibited by applicable state law, we may, in our discretion, disclose information about your Account and transfers and deposits you make for the purpose of verifying or completing a transaction or to verify the existence and condition of your Account. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. Unless otherwise instructed by you, we may also provide certain other information about you or your Account to our subsidiaries or affiliates (persons related by common ownership or affiliated by corporate control) in relation to products or services they may offer.

**MISCELLANEOUS PROVISIONS.** If you or your Account becomes involved in any legal proceedings or dispute, your use of the Account may be restricted. You authorize us to accept and comply with (and not to challenge) any document we receive that purports to be legal process (such as a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture or other similar order) regarding your Account, in each case without regard to the identity, location or jurisdiction of the court, agency or other person or entity issuing such document or the location at which, or manner in which, we received it. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. If you ask us to follow any instruction that we believe might expose us to any Claims and/or Costs, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us. You agree to be liable to us, to the extent permitted by law, for any Costs that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such Costs from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint owner, or a third party claiming interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint owner or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any Costs may also be made against your estate, heirs and legal representatives, who shall be liable for any Claims made against and Costs incurred by us. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.