

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

(This agreement shall be effective as of January 1, 2012)

I. 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. 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.

II. CERTAIN DEFINED TERMS. As used in this document, the following terms have the meanings set forth below:

(A) **"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.

(B) **"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).

(C) **"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.

(D) **"Daily balance method"** means the application of a daily periodic rate to the full amount of principal in the account each day.

(E) **"Item"** includes all orders and instructions for the payment, transfer or withdrawal of funds from an Account. Unless the context otherwise requires, the item includes, without limitation, checks, substitute checks, purported substitute checks, drafts, warrants demand drafts, remotely created checks, remotely created consumer checks, image replacement documents, indemnified copies, preauthorized drafts, preauthorized payments, electronic transactions (including ACH, ATM and POS transactions), automatic transfers, telephone-initiated transfers, online banking transfers or bill payment instructions, withdrawal slips, in-person transfers or withdrawals, cash tickets, deposit adjustments, and other orders or instructions for the payment, transfer, or withdrawal of funds and images, digital images or photocopies of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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 item or a substitute check, you give us the same warranties and indemnities that you would have given you if you had deposited the original item or substitute 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 remotely created check is drawn authorized the issuance of the check in the amount and to the payee stated on it; (2) if you created the remotely created 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 remotely created check is returned, you owe us the amount of the remotely created 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. An item 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 an item 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.

VIII. 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) Truncation of Items. As your agent for collecting items you deposit with us, we may "truncate" paper items (i.e. convert them into electronic information or images) and present and return them electronically. We may also truncate paper items that are dishonored by the drawer's financial institution when we re-present them. We may reconvert a truncated item into a paper "substitute check" which is the legal equivalent of the original.

(C) 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 an 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 not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. 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.

IX. 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 item 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 an item when you issue it. If any 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 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 an item 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. We may charge your Account for truncated or substitute items or other electronic information or image replacement documents that are replacements for otherwise properly payable items.

(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 presented against uncollected funds. We may process, post and pay items (including those payable to us or on which we may be liable) in any order we determine, even if paying a particular item results in an insufficient balance in your Account to pay one or more other items that otherwise could have been paid out of your Account. We may also establish categories for processing, posting and paying different types of items and determine the posting order within and among those categories. If we temporarily post an item to your Account during the day, we may change its final posting order at the end of the day. Without limiting the generality of the foregoing sentence and with certain exceptions, our current practice is to process, post and pay items as follows: (i) first teller cashed items in increasing dollar amount (i.e., from the smallest dollar amount to the largest dollar amount), regardless of the order in which they occurred or in which we received them; (ii) next your ATM items in time-stamped order (if reasonably available), or if time-stamped order is

not reasonably available or if the items are presented at the same time, then in increasing dollar amount regardless of the order in which they occurred or in which we received them, (iii) next your POS items in time-stamped order (if reasonably available), or if time-stamped order is not reasonably available or if the items are presented at the same time, then in increasing dollar amount regardless of the order in which they occurred or in which we received them, (iv) next your ACH items in time-stamped order (if reasonably available), or if time-stamped order is not reasonably available or if the items are presented at the same time, then in increasing dollar amount, regardless of the order in which they occurred or in which we received them, (v) next your checks in check number order, and (vi) next any miscellaneous in-clearing items in increasing dollar amount regardless of the order in which they occurred or in which we received them. When you do not have enough available funds in your Account to cover all of the items we receive on that day, this may result in more overdraft items and returned items and more fees than may have resulted if we had used another posting order. Your Account statement(s) will not necessarily report items in the order that we posted them to your account. We may change categories and the posting order within and among categories at time without notice

(E) Insufficient Funds and Overdrafts.

(1) **Overdrafts and Declined or Returned Items.** Each item presented 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 at any time between the time we receive the item 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, we are not required to honor the item and may return it. Alternatively, we may honor the item 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 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.

(2) **Our Standard Overdraft Practices and Your Right to Opt Out.** Our standard overdraft practices are provided to all customers (subject to the special rules for ATM and non-recurring debit card transactions in consumer Accounts described below) and may cover your Account when it becomes overdrawn. Our standard overdraft practices are not our guarantee of payment. We will make a decision, solely at our discretion, as to whether an overdraft transaction will be paid. Whether we return or pay and insufficient funds item using our standard overdraft practices depends on a number of factors, including the amount of the Item and the past activity in your Account(s). We may, without prior notice to you, either return any insufficient funds item unpaid or pay it and overdraw your Account. If you do not desire to have your overdrafts reviewed under our standard overdraft practices, you may “opt out” of them by giving us a written opt-out notice. If you do so, any item presented against insufficient available funds in your Account (and that is not covered by a separate overdraft protection agreement with us) will be rejected or returned unpaid. For certain types of transactions, you will be charged a fee whether we pay the item or not. Please refer to the Schedule. Special rules apply to our standard overdraft practices for ATM and non-recurring debit card transaction in consumer Accounts. These special rules are described in a separate Regulation E disclosure which was provided to you and which you may obtain at any branch office or by contacting us.

(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 items 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 an item, you will not date it in the future. If you do and the item is presented for payment before the date of the item, we may pay it or return it unpaid. You agree that if we pay the item, the item will be posted to your Account on the date we pay the item, even though the posting date is prior to the date of the item. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated item 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 item, 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 item 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 are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. 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 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 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 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 an item 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 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 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 an item as encoded in magnetic ink, even if the magnetically encoded amount differs from the face amount of the item. 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) Imaging. You authorize us to store and use your Signature Card and other Account related documents and information in any reasonable form we deem appropriate, including through the use of any digitized signature capture or electronic document imaging or conversion process, and to destroy the originals after doing so. Your paid items will not be returned to you, but will be imaged and the physical items will be destroyed shortly after we process them. If you use our online banking service, you may access electronic images of paid items through that service. You can obtain copies of the image of your paid items in person at one of our branches, or by calling us and providing us with account number, item number, the amount of the item, and (if known) the date the item was paid. We may charge you a fee for each copy (including the front and back of each paid item). We are not responsible for any special or consequential damages under any circumstances for our inability to provide copies of paid items. Our liability, if any, will not exceed the face amount of the paid item in question. You agree to provide us with reasonable proof of any loss.

(M) Cashing Items for Non-Customers. We reserve the right to require reasonable identification from any person presenting an item drawn on us. Reasonable identification includes a thumbprint. We also reserve the right to refuse to cash any items presented by non-customers. Because cashing an item for a non-customer exposes us to additional fraud risks, you agree that we may (1) charge a fee for cashing an item for a non-customer when the item 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 an item if the payee refuses or fails to pay a fee or comply with our identification procedures.

X. 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 our 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 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 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 that such product or service was designed to detect or deter, that we will not be required to re-credit your Account or otherwise have any liability for paying such items, and that you will indemnify us for Claims and Costs relating in any way to such items as long as we have dealt with such items 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).

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

XII. 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.

XIII. 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 (6) preauthorized transfers and/or withdrawals during any one (1) calendar month or statement cycle-(the period from one statement to the next) or similar period of at least four weeks, to another of your accounts with us or to a third party by means of a preauthorized or automatic transfer, or telephonic (including data transmission) agreement, order or instruction. If you exceed more than six (6) such transfers and/or withdrawals, we need not honor the item. A "preauthorized transfer" includes any arrangement by us to pay a third party from your account upon written or oral instruction (including an order received through an automated clearing house (ACH) or any arrangement by us to pay a third party from your account at a predetermined time or on a fixed schedule.

(B) Excess Transactions. In accordance with federal law, if you have more than the allowable preauthorized transfers or withdrawals (for money market or savings accounts) in any one period, 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. In addition to the above preauthorized transfers, you may make unlimited withdrawals (payments directly to you or transfers of funds from your Account to any of your other deposit accounts or loan accounts with us), either in person, at our locations, by mail, messenger, telephone (via check mailed to you), or use of an ATM card (if applicable).

XIV. 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 time deposit as follows: maturity of 7 - 31 days - penalty comes after one day grace period and the amount is equal to the interest for the term of the time deposit maturity of 1 year or less - penalty of 90 days interest; maturity of 1 to 2 1/2 years - penalty of 180 days interest; maturity of 2 1/2 years or more - 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 purchased your time deposit.

(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).

XV. STOP PAYMENT ORDERS. Subject to certain limitations you may order us to stop payment on any 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 an item 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 an item 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 item, 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 an item 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 items 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.

XVI. 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 items are paid, or on how activity appears on your statements.

XVII. 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. When we accept a deposit to an account or permit a withdrawal or payment from an account, we may rely upon the form of the account and the terms of the Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an account. When we permit a withdrawal or payment from an account at the request of any signer, or the agent of any signer, in accordance with the terms of the Agreement, the withdrawal or payment is a complete release and discharge of the Bank from all claims regarding the withdrawal or payment.

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

(B) MULTIPLE-PARTY ACCOUNTS. This section pertains to multiple party accounts:

(1) Joint Account Ownership. An account with two or more Account Holders is a joint account. We offer two types of joint accounts:

(a) 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

(b) 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 rights 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:

(i) 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 items payable to any joint Account Holder, (4) to give stop payment orders on any 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.

(ii) 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.

(iii) Each joint Account Holder guarantees the signatures of the other Account Holder(s) and authorizes each Account Holder to endorse items for deposit if they are payable to any Account Holder.

(iv) 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.

(v) 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.

(vi) 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.

(vii) The joint Account is subject to the right of setoff as set forth below.

(viii) All of these rights exist irrespective of who contributed the funds to the Account.

(2) **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 beneficiaries, 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.

(3) **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.

(C) **ADDITIONAL ACCOUNT TYPES.** This section applies to other deposit account types:

(1) **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.

(2) **Uniform Transfer to Minors Account.** 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.

(3) **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.

(4) **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.

(5) 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.

XVIII. 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.

XIX. 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 defend, indemnify and 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. In that regard, our internal policies and procedures are solely for our own purposes and do not impose a higher standard of care on us than would otherwise be applicable in the absence of such policies or procedures. 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.

XX. 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.

XXI. 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.

XXII. ACCOUNT STATEMENTS. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. If your Account is a business account, you agree to have at least two individuals inspect the Account statements on a regular basis to look for improper or unauthorized transactions and to ensure that the Account is handled in a proper manner. 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 describing or including paid items (or images thereof) are made available to you. Except as provided in the Check 21 Disclosure for consumer accounts, we will not be liable for any item that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the statement describing or including the altered or forged item(s) (or images thereof) 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 describing or including the altered or forged items (or images thereof) 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 after the statement describing or including the relevant items (or images thereof) were made available or lose your right to assert the problem against us. For purposes of this limitation, an Account problem includes, without limitation, suspected fraud, missing deposits, unauthorized electronic transfers, missing, stolen, or unauthorized items, items bearing an unauthorized signature, endorsement or alteration, illegible images, encoding errors made by you or us, and counterfeit items. If you report an alteration, forgery or other Account problem to us, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and to provide any other information and proof as we may reasonably request. You must cooperate with us in the investigation and prosecution of your claim and any attempt to recover funds. You also agree to assist us in identifying and in seeking criminal and civil penalties against the person(s) responsible and, if we re-credit your account with respect to your claim, to transfer your rights against such person(s). You must file reports and complaints with appropriate law enforcement authorities. If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the alteration, forgery or other

Account problem and your agreement that we can charge the full amount to your Account. We may take a reasonable period of time to investigate the facts and circumstances surrounding any claimed loss. Except as provided in the Electronic Funds Transfer Agreement and Disclosure or in the Check 21 Disclosure with respect to consumer accounts, we do not have to provisionally credit your Account while we conduct that investigation. 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 items, you understand that your original items will not be returned to you with your statement. You agree that our retention of items 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, all disclosures in our online account statement agreement also apply to the Account.

XXIII. WHOLESALE WIRE AND ACH TRANSACTIONS.

(A) 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.

(B) **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.

(C) **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.

XXIV. 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 ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but do not have to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then-current version of this Agreement supersedes all prior versions and governs your account. If you continue to use your account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your account as provided in this Agreement. 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.

XXV. 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 items or unused check stock relating to the Account 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 items. You agree to hold us harmless for refusing to honor any item 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.

XXVI. COMPLIANCE. You agree to comply with applicable laws and regulations including, without limitation, regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury, and Executive Orders issued by the President of the United States. You also agree not to use your Account or related services for any illegal transactions or activity including, without limitation, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq.

XXVII. 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, which may not be the state of which you are a resident. Accounts opened online will be deemed to have been opened in Missouri. 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.

XXVIII. 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.

XXIX. 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 an item you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

XXX. 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.

XXXI. MISCELLANEOUS PROVISIONS. If you or your Account becomes involved in any legal proceedings or dispute, your use of the Account may be restricted. If we do this, we may in our discretion either accept or return deposits, checks and other items that we receive after we restrict your account without being liable to you. If at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent or illegal activity, we may, in our discretion, freeze the funds in the account and in other accounts you maintain with us until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the Account if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account. 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 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. 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. 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.

XXXII. CHANGE OF LAW BY AGREEMENT. If any part of this Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that this Agreement governs and that the law is amended or waived by this Agreement.

XXXIII. DISPUTE RESOLUTION. READ THE FOLLOWING PROVISIONS CAREFULLY AS THEY WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED. (a) ARBITRATION PROVISION. YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If you do not reject this arbitration provision, for a Covered Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Covered Claim; (2) engage in discovery to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Covered Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. **(b) Covered Claims Subject to Arbitration.** A "Covered Claim" subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Account, this Agreement or any transaction conducted with us in connection with the Account or this Agreement. "Covered Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims and federal, state, local and administrative claims. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of you, or us, Covered Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this arbitration provision. **(c) Special Definition of "We", "Us", and "Our."** Solely for purposes of this arbitration provision, the terms "we", "us", and "our", in addition to the meanings set forth in this Agreement, also refer to Platte Valley Bank of Missouri's employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We", "us, and "our" also apply to third parties if you assert a Covered Claim against such third parties in connection with a Covered Claim you assert against us. **(d) Excluded Claim or Proceeding.** Notwithstanding the foregoing, "Covered Claim" does not include any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of this Agreement as a whole is for the arbitrator, not a court, to decide. In addition, the following claims or proceedings will not be subject to this arbitration provision: (1) any individual action brought by you or us in small claims court or your state's equivalent court, unless such action is transferred, removed, or appealed to a different court; (2) the exercising of any self-help rights or the right to restrain funds in a deposit account, including set-off as described in the paragraph above titled "Right of Setoff"; (3) the right or obligation to interplead funds in the event of a dispute, (4) the obligation to comply with legal process, (5) the right to obtain provisional remedies such as injunctive relief, seizure, attachment or garnishment by a court having appropriate jurisdiction, (6) recoupment, repossession, trustee's sales and the like, or (7) any individual action in court by one party 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. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this arbitration provision. **(e) Federal Arbitration Act.** Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that this Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its

interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of the state governing your account relationship with us shall apply. **(f) Class Action Waiver.** Notwithstanding any other provision of this Agreement, if either you or we elect to arbitrate a Covered Claim, neither you nor we will have the right: (a) to participate 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; or (b) to join or consolidate Covered Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is nonseverable from this arbitration provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' arbitration provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated. **(g) Arbitration Procedures.** If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to Platte Valley Bank of Missouri, Attn: Chief Compliance Officer, PO Box 1250, Platte City, MO 64079, and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to you. If a party files a lawsuit in court asserting Covered Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Covered Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures. The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, www.adr.org, 1-800-778-7879 or JAMS, 1920 Main Street, Suite 300, Irvine, CA 92614, www.jamsadr.com, 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties. If it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of this arbitration provision. In the event of a conflict between the provisions of this arbitration provision and any applicable rules of the AAA or JAMS or other administrator used, the provisions of this arbitration provision shall control. A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law. At your written request, we will pay all fees up to \$500 charged by the arbitration administrator for any Covered Claim(s) asserted by you in the arbitration, after you have paid an amount equivalent to the fee, if any, for filing such Covered Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Covered Claim(s) in court, you will not be required to pay that amount again.) If you are required to pay any fees in excess of \$500 to the arbitration administrator ("additional fees"), we will consider a request by you to pay all or part of the additional fees. To the extent that we do not approve your request, the arbitrator will decide whether we or you will be responsible for paying any such additional fees. The arbitrator will have the authority to award attorneys and expert witness fees and costs to the extent permitted by either this Agreement, the administrator's rules or applicable law. The arbitrator shall award you your reasonable attorneys' and expert witness fees and costs (a) if and to the extent you prevail on Covered Claim(s) you assert against us in an arbitration commenced by you, or (b) to the extent required under applicable law for this arbitration provision to be enforced. The arbitrator shall write a brief explanation of the grounds for the decision. A judgment on the award may be entered by any court having jurisdiction. **(h) Severability and Survival.** If any part of this arbitration provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This arbitration provision shall survive the closing of your Account and the termination of any relationship between us, including the termination of this Agreement. **(i) Effect of Arbitration Award.** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount of the Covered Claim exceeds \$50,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$50,000, any party can, within 30 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with the above paragraph titled "Arbitration Procedures." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. **(j) Notice and Cure; Special Payment.** Prior to initiating a Covered Claim, you must give us a written Notice describing the basis of your Covered Claim and the amount you would accept in resolution of the Covered Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Covered Claim. Such a Notice must be sent to us by certified mail-return receipt requested, at Platte Valley Bank of Missouri, Attn: Chief Compliance Officer, PO Box 1250, Platte City, MO 64079. This is the sole and only method by which you can submit a Notice. If (i) you submit a Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Covered Claims you have in a single Notice and/or a single arbitration. Accordingly, this \$500 minimum award is a single award that applies to all Covered Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$500 are not contemplated. **(k) Right to Reject Arbitration Provision.** You may reject this arbitration provision and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this arbitration provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the effective date of this Agreement or the opening of your Account, whichever is later. Such notice must include a statement that you wish to reject the arbitration provision section of this Agreement along with your name, address, Account name, Account number and your signature and must be mailed to: Platte Valley Bank of Missouri, Attn: Chief Compliance Officer, PO Box 1250, Platte City, Missouri 64141 MO 64079. This is the sole and only method by which you can reject this arbitration provision. Rejection of this arbitration provision will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration provision in a timely and proper fashion. **This arbitration provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein. (l) JURY TRIAL AND CLASS ACTION WAIVER.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO

ARBITRATION, DEPOSITOR AND BANK HEREBY (A) KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US, AND (B) AGREE THAT ANY LITIGATION WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION.