



## ACQUISITION - NOTICE OF CHANGE - BUSINESS

December 19, 2025

We are diligently working on the acquisition of Adrian State Bank by Adrian Bank, a division of Premier Bank of Rock Valley, Iowa. Our goal is to open for business on **Tuesday, January 20, 2026 as Adrian Bank\***. There are a few changes that will affect the current products and services, and we want you to be aware of these changes.

Adrian Bank\* will strive to make this transition as seamless as possible. We are looking forward to the opportunity to serve you as a Adrian Bank\* customer and assist you in all of your banking needs. If you have any questions, please contact our Rock Valley location at (712) 476-9100 or our Adrian location at (507) 483-2447.

### Deposit Accounts

Enclosed you will find account disclosures for Adrian Bank\* Business checking and savings products. Adrian Bank's\* business products are not covered under Regulation E – Electronic Funds Transfers or Regulation DD – Truth in Savings due to these being consumer-only regulations. Please review all disclosures carefully. The changes for each account type are referenced below.

	Adrian State Bank	Adrian Bank*
<i>Checking</i>	<i>Business Checking</i> <ul style="list-style-type: none"><li>▪ <b>No minimum balance requirements.</b></li><li>▪ <b>\$0.10</b> credit per <b>\$100.00</b> average balance per statement cycle</li><li>▪ <b>\$6.25</b> monthly service fee</li><li>▪ <b>\$0.17</b> per debit per statement cycle</li></ul> <i>Super Now Checking</i> <ul style="list-style-type: none"><li>▪ A minimum monthly balance of <b>\$1,000.00</b> is required.</li><li>▪ A <b>\$10.00 service fee</b> will be assessed if you fall below the minimum balance requirement.</li></ul>	<i>Business Checking</i> <ul style="list-style-type: none"><li>to</li><li>▪ A minimum daily balance of <b>\$300.00</b> is required.</li><li>▪ A <b>\$15.00 service fee</b> will be assessed if you fall below the minimum balance requirement.</li></ul>
		<i>Business Checking with Interest</i> <ul style="list-style-type: none"><li>▪ A minimum monthly balance of <b>\$500.00</b> is required.</li><li>▪ A <b>\$15.00 service fee</b> will be assessed if you fall below the minimum balance requirement.</li></ul>



**Adrian State Bank**

**Savings**

**Passport Savings**

- **\$50.00** minimum monthly balance required for adults.
- **\$10.00** monthly balance for youth.
- **\$5.00** fee will be assessed if you fall below the minimum balance requirement.

**Money Market Fund**

- **\$1,000.00** minimum monthly balance required.
- **\$10.00** monthly service fee if below minimum balance.

**Adrian Bank\***

**Business Savings**

- **\$50.00** minimum monthly balance required.
- A **\$3.00** fee will be assessed if you fall below the minimum balance requirement.

**Premier Money Market**

- **\$5,000.00** minimum monthly balance required **to earn interest**.
- **\$0.00** monthly service fee.

Certificates of Deposit will be transferred at face value under the same terms that currently exist. The interest rate, interest payment method, and maturity date will not change until maturity. To determine which term your CD will transfer to upon maturity (if you allow it to auto-renew), please reference the charts below. New disclosures will be sent prior to maturity.

**Adrian State Bank**

***Certificate of Deposits***

<b>91 Day / 3 – Month</b>	to	<b>3 – Month</b>
<b>182 Day / 6 – Month</b>	to	<b>6 – Month</b>
12 – Month	to	12 – Month
<b>15 – Month</b>	to	<b>12 – Month</b>
18 – Month	to	18 – Month <b>(One Way)</b>
24 – Month	to	24 – Month
<b>30 – Month</b>	to	<b>24 – Month</b>
36 – Month	to	36 – Month
48 – Month	to	48 – Month
60 – Month	to	60 – Month

**Adrian Bank\***

<b>3 – Month</b>	to	<b>3 – Month</b>
<b>6 – Month</b>	to	<b>6 – Month</b>
12 – Month	to	12 – Month
<b>12 – Month</b>	to	<b>12 – Month</b>
18 – Month <b>(One Way)</b>	to	18 – Month <b>(One Way)</b>
24 – Month	to	24 – Month
<b>24 – Month</b>	to	<b>24 – Month</b>
36 – Month	to	36 – Month
48 – Month	to	48 – Month
60 – Month	to	60 – Month



**Adrian BANK**

Division of Premier Bank, Rock Valley, IA



**Premier BANK**

Member FDIC

### Loan Accounts

All loan accounts will be transferred to Adrian Bank\* under the same terms and conditions as stated in your loan documents with the Adrian State Bank. If you are currently using a loan coupon book, a new coupon book will be printed for you with your Adrian Bank\* information. Your interest rate will not change on the closing date.

### Routing Number

Adrian State Bank Routing #	091203285
Adrian Bank* Routing #	073922555

### Debit Cards

Adrian Bank\* will replace all Adrian State Bank Debit/ATM Cards. You will receive your new chip-enabled debit card by mail on the week of **January 12<sup>th</sup>, 2026**. Your new debit card will have a new card number. You may activate your card and choose your new PIN upon receipt; however, the Adrian Bank\* debit card will not be active until January 20<sup>th</sup>, 2026. **On or after January 20<sup>th</sup>, 2026, please change any recurring payments in which you've utilized your debit card number to initiate the payment.**

On January 20<sup>th</sup>, 2026, your ATM network will be changing to MoneyPass®. This change allows Adrian Bank\* customers to access the nearly 40,000 surcharge-free MoneyPass® ATMs nationwide. Adrian Bank\* does not charge additional fees to utilize non-Adrian Bank\* or ATMs that are not on the MoneyPass® network. Please note, you may be charged a service fee by the owner of the ATM.

### Funds Availability

For determining the availability of your deposits, every day is a business day except, Saturday, Sunday, or Federal Holidays. The cutoff time for over-the-counter transactions and mobile deposit will be **the end of the business day**. Any transactions received in the night drop will be considered the next business day.

Merchant Deposit Capture cut off time will be **3 p.m. CST** beginning date.

### Business Hours

Adrian Bank\* will retain the same hours as Adrian State Bank. The hours listed below will be the hours starting Tuesday, January 20, 2026.

	<u>Lobby</u>	<u>Drive-thru</u>
Monday- Thursday	9:00 am – 3:00 pm	8:30 am – 4:00 pm
Friday	8:30 am – 5:00 pm	8:30 am – 5:00 pm



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**Online Banking (as of January 20, 2026)**

In order to access Online Banking and/or Mobile Banking, please contact your nearest location for assistance with enrolling in online banking. You will be prompted to review and accept Adrian Bank's\* Online Banking Terms and Conditions upon your first Login.

Adrian Bank\* offers an enhanced **Business Online Banking** product, which allows businesses to submit ACH files, such as Payroll, directly to the bank. Please contact us for additional information.

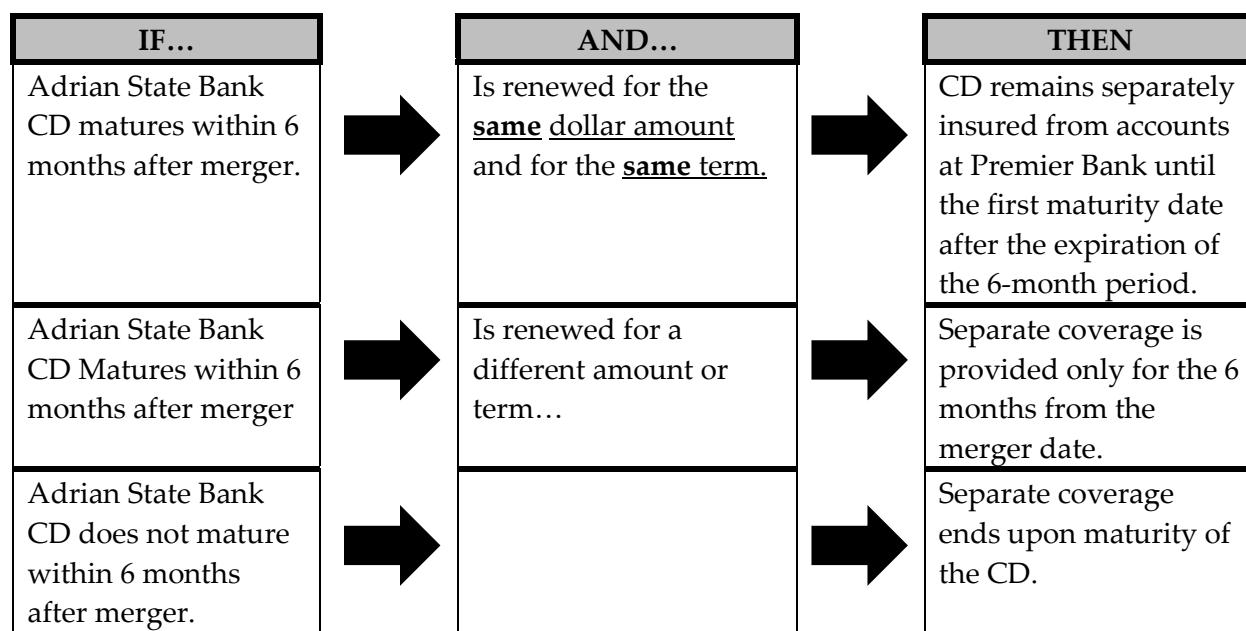
## FDIC Insurance Notice

### What happens to my FDIC insurance coverage if I have deposits at both the acquired and acquiring banks?

When two or more insured banks merge, deposits from the assumed bank are separately insured from deposits at the assuming bank for at least six (6) months after the merger. This grace period gives a depositor the opportunity to restructure his or her accounts, if necessary.

### What about my Certificate(s) of Deposit (CD)?

CDs acquired by Adrian Bank\* are separately insured from pre-existing deposit accounts until maturity. It's only when the CD matures that the depositor may need to consider restricting accounts or moving the excess above \$250,000 to another FDIC-insured bank to continue to be fully insured.



### How can I find out if my deposits are insured by the FDIC?

The FDIC has a webpage, <http://myFDICinsurance.gov>, where you can use the Electronic Deposit Insurance Estimator (EDIE), an online tool that provides customized information about your insured deposits. You may also contact a customer service representative at Premier Bank in Rock Valley at (712) 476-9100 or in Adrian at (507) 483-2447.



## Frequently Asked Questions About the Acquisition

### **Who is Adrian Bank, a division of Premier Bank of Rock Valley, Iowa?**

Premier Bank opened for business on February 25, 1997. We are locally owned and managed with locations in Rock Valley (main office), Doon and Rock Rapids in Iowa and Alcester and Hudson in South Dakota.

We strive to provide our customers the fullest practical range of basic, progressive, competitive quality products and services consistent with the organization's mission, objectives, strategy, and capacity. Premier Bank and our dedicated employees also give back to our communities that we serve by volunteering our time and talents to make our communities better places to live and work.

Although Adrian State Bank will change its name, our unwavering commitment to providing superior customer service, involvement in the communities we serve, and our deep commitment to excellence in everything we do will continue after this acquisition.

### **What do I do with my Adrian State Bank checks?**

Outstanding checks will post to your account as usual during the transition phase. All customers will get a free half box of checks. In addition, if you bring in your Adrian State Bank checks, we will replace them for free with Adrian Bank\* checks.

### **Do I need to change my ACH items?**

Outstanding ACH items will post to your account as usual during the transition phase. However, we would like you to please contact the originating company to update the routing number to **073922555** and your new account number for any ACH items on or after January 20, 2026.

You will also need to change any recurring payments in which you used your debit card number to set up the payment on or after January 20, 2026. Items set up with your Adrian State Bank debit card number will post after conversion.



## Frequently Asked Questions About the Acquisition

### What happens the weekend of the acquisition?

If you are currently an online banking user, please download and save any estatements and enotices for your accounts by January 19, 2026. Adrian State Bank online banking will stop functioning on January 20. Beginning January 20, 2026, you will be able to enroll in Adrian Bank\* Online Banking for use going forward.

Any transactions put in our night deposit after the close of business on Friday, January 16th, will be processed on Tuesday, January 20, 2026.

You can continue to use your Adrian State Bank Debit Card until Tuesday, January 20 **prior to 5 a.m.**

**On Tuesday, January 20**, Adrian State Bank will be a branch of Adrian Bank\*.

- **Online Banking.** Please click “Enroll now.” under the Online Banking login section on our website home page at [www.PremierBank.bank](http://www.PremierBank.bank). Business customers, please contact your nearest Adrian Bank\* location. Our team will assist you in setting up the Online Banking services that best fit your needs
- **Mobile Banking:** Download the Premier Bank (Rock Valley) app. You can click the “Enroll” button on the app to enroll in both Online Banking and Mobile Banking or use the Access ID and password you established when you enrolled in Online Banking.
- **Debit Card:** Begin using your Premier Bank debit card **after 5 a.m.** on January 20.

For the most up-to-date information, visit [www.PremierBank.bank/Adrian](http://www.PremierBank.bank/Adrian).



*Adrian***BANK**

Division of Premier Bank, Rock Valley, IA



*Premier***BANK**

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## Benefits of Premier Bank

As an Adrian State Bank customer, you will have access to additional products and services offered by Adrian Bank\* including Prime Visions Club, Home Loans, Ready Reserve, Bill Pay, Business Online Banking, Gift Cards, and Additional Debit Card Features.

If you have questions on any of these products or services, please contact the Rock Valley location at (712) 476-9100 or our Adrian location at (507) 483-2447.

### **Prime Visions Club**

Prime Visions Club is one way to reward our customers for their loyalty and support throughout the years. We believe our customers and our club members are an important part of the success of our bank. Benefits include:

- **Attend Special Travel and Social Events.** Various day trips, extended tours and a mystery trip may be offered to our members. The bank does all the planning and coordination. Plus, there may be social events where you can enjoy great food, fellowship and games.
- **Read Our Monthly Newsletter.** Receive a monthly newsletter with financial tips, jokes, recipes, upcoming events and more.

To become a member, you or your spouse must be age 50 or older. There is no fee if you have an account with Adrian Bank\* – only benefits!

*Non-customer membership is available for \$10 a year.*

### **Home Loans**

Looking to build, buy, or remodel a home? Adrian Bank\* can help. We offer competitive fixed or variable-rate interest rate programs with some of the lowest closing costs in the area. When you have a question about your loan, stop in to talk to your local banker or call us. Adrian Bank\* is an Equal Housing Lender.

- Home Purchases and Home Improvement Loans
- Construction Loans
- Refinance
- First-Time Home Buyer Programs
- Home Equity Lines of Credit

*Loans subject to approval. Premier Bank NMLS #416841.*

\*Adrian Bank is a division of Premier Bank of Rock Valley, Iowa.



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Division of Premier Bank, Rock Valley, IA



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## Benefits of Premier Bank (continued)

### **Ready Reserve**

Attach a demand deposit line of credit to your checking account with Ready Reserve. Ready Reserve helps avoid overdraft fees and return item charges to protect your account from accidental overdrafts or to cover short-term cash needs. An advance will happen automatically whenever your checking account is overdrawn. Your checking statement will include a recap of your available line, amount outstanding, and payment amount.

*Fees may apply. Loans subject to approval.*

### **Bill Pay**

Pay your bills online in one convenient and secure location with just a few clicks. After you discover the ease, simplicity and freedom of online Bill Pay you'll never want to go back to paying bills the old-fashioned way – writing checks, buying stamps and mailing! Enroll today and begin taking advantage of all the benefits online Bill Pay has to offer.

*Fees, limits, data rates, and message rates may apply. You must use Online Banking and be 18 years or older to take advantage of this service. The service is automatically removed if not used at least once every 90 days.*

### **Business Online Banking**

Business Online Banking is a safe, simple, and secure way to manage your account. Designed with our businesses in mind, you can conduct a variety of banking functions.

- Check balances, review account activity, view check images, print statements, transfer funds between accounts at Premier Bank, view debit card transactions, make payments to loan accounts except certain real estate loans, and schedule transactions to occur automatically like you can with Personal Online Banking
- Process ACH transactions
- Set permissions and limit access for employees

*Fees, limits, data rates, and message rates may apply. Small business customers may be able to use our Personal Online Banking tools.*

### **Gift Cards**

Give the gift that keeps on giving. Gift Cards can be used anywhere Visa Debit Cards are accepted and can be loaded in any amount from \$10 to \$500. Cost is only \$5, which may be about the cost of a card and gift wrap.

*Fees and limits may apply.*



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## Benefits of Premier Bank (continued)

### **Additional Debit Card Features**

In addition to the magnetic stripe and chip you are used to on your debit card, all our debit cards have other modes of payment for your convenience.

- **Contactless:** The new contactless card utilizes industry-leading NFC (Near Field Communication) to complete transactions ensuring card information is protected. Just tap your card whenever you see the contactless symbol on the payment terminal to pay. This is commonly known as Tap-to-Pay.
- **Tokenization:** Card tokenization is a security feature that protects your debit card when you add it to digital wallets such as Apple Wallet®, Samsung Wallet®, or Google Wallet™. When you add your card to a mobile wallet (using your phone instead of your card) or digital wallet (online shopping), your real card number is not stored on your phone or shared with merchants. Instead, a unique token (a substitute number) is created and used for purchases. You can pay by swiping or tapping your phone or smartwatch with Apple Pay®, Samsung Pay®, or Google Pay™, —no need to carry your physical card. Online shopping is also made easier by adding your debit card to your digital wallet instead of sharing your debit card information with every merchant.

As an added convenience, you don't have to wait for your debit card to be mailed. We can make your debit card at our bank so you can pick yours up at your nearest location.

With the Premier Bank (Rock Valley) Mobile Banking app, managing your debit card is easier than ever. Just tap "Cards" to:

- Activate your card and change your PIN
- Turn your card off when not in use
- Set up real-time activity alerts
- Limit transactions by location, merchant, amount, or type
- View subscriptions linked to your account
- ...and much more!

*Fees, limits, data rates, and message rates may apply. Google Wallet and Google Pay are trademarks of Google LLC. Apple Wallet and Apple Pay are registered trademarks of Apple Inc. Samsung Wallet and Samsung Pay are registered trademarks of Samsung Electronics Co., Ltd.*



## Wealth Management

Adrian Bank\* has partnered with Carson Wealth Management to provide the following services. You can schedule appointments to visit with Sam or Zach Vande Weerd at an Adrian Bank\* or Premier Bank location.

- **Estate planning.** Create an estate plan that reflects the legacy you want to leave.
- Insurance reviews. The right insurance will provide confidence for those “what-ifs” in life.
- **Investment management.** Get transparency of information, seamless proactive service, trust, and accountability to help you find your freedom.
- **Business planning and succession.** Help grow and protect your assets, put together tax-smart strategies, and prepare to pass your dream on to the next generation.
- **Trust and tax planning.** A review of your recent tax returns may identify potential savings or restructuring opportunities, revealing proactive ideas to save money in the future.

*Carson Wealth receives referrals from Premier Bank to provide Wealth Management Solutions. Investment advisory services offered through CWM, LLC, an SEC Registered Investment Advisor. Premier Bank does not provide investment advisory services. Investments are NOT FDIC INSURED, NOT A DEPOSIT, NOT INSURED BY ANY GOVERNMENT AGENCY, NOT BANK GUARANTEED, MAY LOSE VALUE.*

# Electronic Fund Transfers

## Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox (  ) only apply if checked. You should keep this notice for future reference.

### Types of Transfers, Frequency and Dollar Limitations

#### (a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your
  - checking  savings  prepaid account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your
  - checking  savings  prepaid account(s).

#### (b) Telephone Transfers. You may access your account(s) by telephone at 800-544-8572 using a touch tone phone, your account numbers, and personal identification number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking
- Transfer funds from savings
- Make payments from checking to loan accounts with us
  - to checking
  - to savings
- Make payments from
  - to
  - to
- Make payments from
- Get checking account(s) information
- Get saving account(s) information
- Get withdrawal, deposit, and transaction history on checking, savings or loans. Get Certificate & Loan account information.
- Make payments from checking to loan accounts except certain real estate loans.

#### (c) ATM Transfers. You may access your account(s) by ATM using your debit card and personal identification number to:

- Making deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts you may withdraw no more than \$500.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than \$500.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from checking
- Make payments from checking account to
  - to checking
  - to
- Make payments from
  - to
- Get checking account(s) information
- Get saving account(s) information
- Transfer funds from savings to savings

#### (d) Point-Of-Sale Transactions.

Using your card:

- You may access your  checking account  account(s) to purchase goods
  - (  in person,  by phone,  by computer), pay for services (  in person,  by phone,  by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

## Types of Transfers, Frequency and Dollar Limitations, Continued

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You may not exceed more than \$ \$1000.00 in transactions per day

(e) Computer Transfers. You may access your account(s) by computer by [www.PremierBank.bank](http://www.PremierBank.bank)

and using your  
to:

Access ID/username, password and multifactor authentication

Transfer funds from checking to savings

Transfer funds from savings to checking

Transfer funds from checking

Transfer funds from savings

Make payments from checking to loan accounts with us

Make payments from savings

Make payments from checking

Get checking account(s) information

Get saving account(s) information

Get withdrawal, deposit, and transaction history on checking, savings, loans, certificates, and IRAs.

Use Bill Pay to pay bills from checking to a business or individual.

to checking

to savings

to loan accounts with us except certain real estate loans

to loan accounts with us except certain real estate loans

(f) Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by mobile web browser or smart phone APP

and using your  
to:

access ID/username, password & multifactor authentication

Transfer funds from checking to savings

Transfer funds from savings to checking

Transfer funds from checking

Transfer funds from savings

to checking

to savings

to loan accounts with us except certain real estate loans

to loan accounts with us except certain real estate loans

Make payments from checking to loan accounts with us

Make payments from checking

Make payments from savings

Get checking account(s) information

Get saving account(s) information

Get information and transaction history on checking, savings, loans, certificates and IRA's.

use Bill Pay to pay bills from your checking account to a business or individual.

deposit checks

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

(g) Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

### ***Types of Transfers, Frequency and Dollar Limitations, Continued***

**(g) EFTs Initiated By Third Parties, Continued**

## ***General Limitations***

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

Transfer or withdrawals from a \_\_\_\_\_ account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to \_\_\_\_\_ per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

Transfer or withdrawals from a savings or money market account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

## ***Fees***

We charge each account that is set up to use each account to our customers whose balance in the falls below during the month.  We charge each account that is set up to use each account but only if the balance in the falls below during the month.  Please refer to the following table for a list of all the prepaid account/card fees.

Except as indicated above, we do not charge for Electronic Fund Transfers.

**ATM Operator/Network Fees:** When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## Documentation

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**(a) Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- automated teller machine
- point-of-sale terminal.

You may not get a receipt if the amount of the transfer is \$15 or less.

**(b) Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

**(c) In addition,**

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- You may obtain information about the amount of money you have remaining in your prepaid account by calling the telephone number listed below. This information, along with a 12-month history of account transactions, is also available online at
- If your prepaid account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- You also have the right to obtain at least 24 months of written history of your prepaid account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.

## Preauthorized Payments

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**(a) Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We charge \$25.00 for each stop payment.

**(b) Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**(c) Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

## **Financial Institution's Liability**

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**(a) Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

## **Confidentiality**

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We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4)  if you give us written permission.
  - as explained in the separate Privacy Disclosure.
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## **Unauthorized Transfers**

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**(a) Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**Visa® Debit Card.** Additional Limits on Liability for

Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to anonymous Visa prepaid card transactions, or to

## **Unauthorized Transfers, Continued**

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transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

**Mastercard® Debit Card. Additional Limits on Liability for**

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

**(b) Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

**(a) Consumer Liability.** There are no limitations on your liability for unauthorized transfers using this prepaid card. This is because we do not have a consumer identification or verification process for this prepaid card.

## **Error Resolution Notice**

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**In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

## **Error Resolution Notice, Continued**

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- There is not an error resolution process for prepaid cards. This is because we do not have a consumer identification or verification process for the prepaid cards we offer.
- In Case of Errors or Questions About Your Prepaid Account Telephone or Write at the telephone number or address listed in this disclosure as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the telephone number or address listed in this disclosure. You will need to tell us:
  - (1) Your name and prepaid account number.
  - (2) Why you believe there is an error, and the dollar amount involved.
  - (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at the telephone number listed in this disclosure  or visit

Keep reading to learn more about how to register your card.

- Warning regarding unverified prepaid accounts.** It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to the website or call us at the telephone number listed in this disclosure. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number, so that we can verify your identity.

## **Important Information Regarding Your Prepaid Card**

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- FDIC insurance eligibility for your prepaid card.**
  - Be sure to register your card for FDIC insurance eligibility and other protections.
  - Your funds are eligible for FDIC insurance.

Your funds will be held at or transferred to us, an FDIC insured institution. Once here, your funds are insured up to \$250,000 by the FDIC in the event we fail, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

## **Important Information Regarding Your Prepaid Card, Continued**

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### **NCUA insurance for your prepaid card, if eligible.**

- Be sure to register your card for NCUA insurance, if eligible, and other protections.
- Your funds are NCUA insured, if eligible.

Your funds will be held at or transferred to us, an NCUA-insured institution. Once here, if specific share insurance requirements are met and your card is registered, your funds are insured up to \$250,000 by the NCUA in the event we fail.

### **NOT FDIC or NCUA insured.** The funds in our prepaid card are not FDIC or NCUA insured.

- Treat this card like cash.
- Your funds will be held at or transferred to us. If we fail, you are not protected by FDIC deposit or NCUA share insurance and you could lose some or all of your money.
- Register your card for other protections.

**No overdraft/credit feature.** There is no overdraft/credit feature associated with your prepaid card.

**Prepaid account information or complaints.** For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid). If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).

**Our contact information.** You can use the contact information listed in this disclosure to get more information about your prepaid card. Contact us by:  phone  mail  at our website

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*By signing below customer acknowledges receipt of pages 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this notice:*

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*Signed*

*Dated*

**INSTITUTION** (name, address, telephone number, etc., and business days)

PREMIER BANK

1004 21ST AVE, PO BOX 177  
ROCK VALLEY IA 51247-0177

Business Days: Monday, Tuesday, Wednesday, Thursday, and Friday (Holidays not included)

(712)476-9100

## **Additional Information**

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Bill Pay/Mobile Deposit Note: Some deposits or payments made by paper check will not be subject to this disclosure.



Adrian Bank*** Business Fee Schedule	FROM Adrian State Bank Fees	TO Adrian Bank*** Fees
Business Checking	\$6.25 monthly service charge, \$.10 credit per \$100 average balance	\$15.00 monthly service charge* if minimum balance falls below \$300.00
Business Checking (with interest)	\$10.00 monthly service charge if minimum balance falls below \$1000.00	\$15.00 monthly service charge* if minimum balance falls below \$500.00
Business Savings	\$5.00 monthly service charge if minimum balance falls below \$50.00	\$5.00 monthly service charge if minimum balance falls below \$500.00
Small Business Bill Pay	Not offered	\$10.00 monthly
Replace ATM/Debit Card	\$20.00	\$15.00*
ACH Processing Fee	\$60.00 per month	\$10.00 per file
Check Printing	Fees vary	Fees vary
Cashiers Check	\$10.00	\$10.00
Paid Item(s) Charge *A paid item(s) charge can be created by check, in-person withdrawal, or other electronic means	\$15.00 each per item paid	\$25.00 per item
Return Item(s) Charge *A return item(s) charge can be created by check, in-person withdrawal, or other electronic means	\$25.00 each	\$30.00 per item
Continuous Overdraft Fee	\$7.50 after 5 business days/per day	\$0.00
Maximum Overdraft Charge per day based on the number of items	\$60.00	\$100.00
Statement Reconcilement	\$10.00	Not offered
Deposited Checks Returned Unpaid	\$4.00	\$10.00*
Account Research	\$25.00 per hour \$15.00 minimum	\$25.00 per hour*
Copy of a Statement	\$0.00	\$10.00*
Return Mail (per statement cycle)	\$0.00	\$10.00*
Stop Payment - All Items	\$20.00	\$25.00*
Wire Transfer Domestic Incoming Domestic Outgoing International Incoming International Outgoing (US Currency) International Outgoing (International Currency)	\$10.00 \$20.00 \$20.00 \$55.00 \$55.00	\$0.00 \$25.00* \$0.00 \$50.00* \$75.00*
Automatic Transfers - External Recurring ACH Setup	\$2.00	\$25.00*
Canadian Item Charge	\$0.00	\$15.00*
Checking Dormant Service Charge 12 months with no activity and an account balance less than \$500	\$0.00	\$10.00 monthly*
Savings Dormant Service Charge 12 months with no activity and an account balance less than \$500	\$0.00	\$10.00 monthly*
Non-Customer On-Us Check Cashing Fee (Per Check Over \$1000.00)	\$2.00 per \$100.00	\$10.00
Tax Levy/Garnishment	\$40.00	\$50.00
Indemnity Bond	\$0.00	\$10.00
Ready Sweep (formerly known as Overdraft Protection)	\$0.00	\$5.00 per transfer
Same Day/Next Day ACH	\$0.00	\$10.00

The following items will continue to be complimentary: Bank by Mail, Night Drop, Notary, Direct Deposit, Telephone Banking, Internet Banking\*\*, Mobile Banking\*\*, eStatements, and Redeeming Paper Savings Bonds.

\*Sales tax may apply to some fees depending on location and account type.

\*\*Usage rates may apply.

# Funds Availability Disclosure

## Your Ability to withdraw Funds

This policy statement applies to all demand deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks you have written. Please remember that even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

## Determining the Availability of a Deposit

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

The daily cutoff time for remote merchant deposit capture is 3:00 PM on business days that we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in one of your accounts. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in the account to which the deposit is made. The funds in the account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

## Longer Delays May Apply

**Case-By-Case Delays** – In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day of your deposit. The first \$275 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the first business day after we receive your deposit. If you will need the funds from the deposit right away, you should ask us when the funds will be available.

**Safeguard Exception Delays** – In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$6,725 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

## Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

- Funds from electronic direct deposits to your account will be available on the day we receive the deposit.
- Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, traveler's and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$6,725 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$6,725 will not be available until the second business day after the day of your deposit.
- Funds from all other check deposits will be available on the seventh business day after the day of your deposit.

# Terms and Conditions of Your Account

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## Contents:

- (1) Important Information about Procedures for Opening a New Account
- (2) Agreement
- (3) Liability
- (4) Deposits
- (5) Withdrawals
  - Important Terms for Accounts Where More Than One Person Can Withdraw*
  - Postdated Checks*
  - Checks and Withdrawal Rules*
  - Cash Withdrawals*
  - Multiple Signatures, Electronic Check Conversion, and Similar Transactions*
  - Notice of Withdrawal*
- (6) Ownership of Account and Beneficiary Designation
  - Individual Account*
  - Joint Account - With Survivorship*
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  - Revocable Trust or Pay-on-Death Account*
- (7) Business, Organization, and Association Accounts
- (8) Stop Payments
- (9) Telephone Transfers
- (10) Amendments and Termination
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  - Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items*
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- (40) Waiver of Notices
- (41) Additional Terms

## **(1) Important Information about Procedures for Opening a New Account**

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To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

## **(2) Agreement**

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This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Iowa and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this agreement is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this agreement the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this agreement should be construed so the singular includes the plural and the plural includes the singular.

## **(3) Liability**

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You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

## **(4) Deposits**

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We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

## **(5) Withdrawals**

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**Important Terms for Accounts Where More Than One Person Can Withdraw.** Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

**Postdated Checks.** A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

**Cash Withdrawals.** We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

## **(5) Withdrawals, Continued**

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**Multiple Signatures, Electronic Check Conversion, and Similar Transactions.** An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

**Notice of Withdrawal.** We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

## **(6) Ownership of Account and Beneficiary Designation**

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These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Individual Account.** This is an account in the name of one person.

**Joint Account - With Survivorship. (And Not As Tenants In Common).** This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

**Joint Account - No Survivorship. (As Tenants In Common).** This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Revocable Trust or Pay-on-Death Account.** If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

## **(7) Business, Organization, and Association Accounts**

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Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

## **(8) Stop Payments**

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The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

## **(9) Telephone Transfers**

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A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

## **(10) Amendments and Termination**

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We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

## **(10) Amendments and Termination, Continued**

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If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

## **(11) Correction of Clerical Errors**

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Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

## **(12) Notices**

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Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

## **(13) Statements**

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**Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items.** You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**Your Duty to Report Other Errors or Problems.** In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem

## **(13) Statements, Continued**

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- such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**Errors Relating to Electronic Fund Transfers or Substitute Checks.** (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., online, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

**Duty to Notify if Statement Not Received.** You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

## **(14) Reimbursement of Federal Benefit Payments**

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If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other available legal remedy to recover the amount of our liability.

## **(15) Temporary Account Agreement**

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If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

## **(16) Setoff**

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We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

## **(17) Check Processing**

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We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

## **(18) Check Cashing**

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We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

## **(19) Truncation, Substitute Checks, and Other Check Images**

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If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

## **(20) Remotely Created Checks**

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Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

## **(21) *Unlawful Internet Gambling Notice***

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Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

## **(22) *ACH and Wire Transfers***

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This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## **(23) *International ACH Transactions***

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Financial institutions are required by law to scrutinize or verify any international ACH transaction (IAT) that they receive against the Specially Designated Nationals (SDN) list of the Office of Foreign Assets Control (OFAC). This action may, from time to time, cause us to temporarily suspend processing of an IAT and potentially affect the settlement and/or availability of such payments.

## **(24) *Facsimile Signatures***

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Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

## **(25) *Authorized Signer (Individual Accounts only)***

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A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

## **(26) Restrictive Legends or Endorsements**

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

## **(27) Account Transfer**

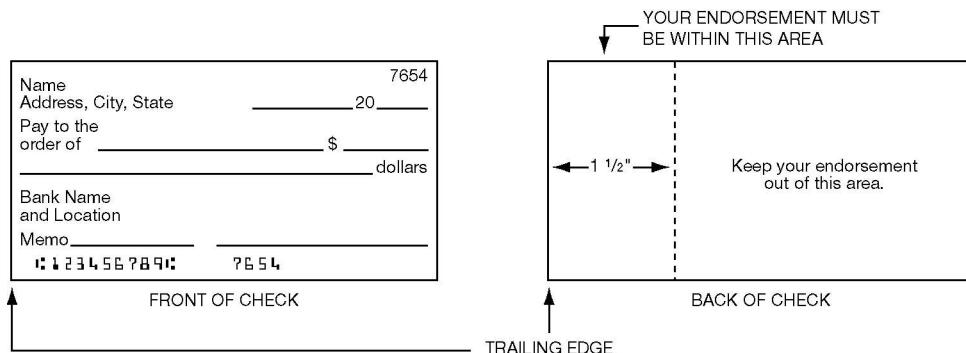
This account may not be transferred or assigned without our prior written consent.

## **(28) Endorsements**

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

## **(29) Death or Incompetence**

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that

## **(29) Death or Incompetence, Continued**

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knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

## **(30) Fiduciary Accounts**

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Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

## **(31) Credit Verification**

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You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

## **(32) Legal Actions Affecting Your Account**

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If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

## **(33) Account Security**

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**Your Duty to Protect Account Information and Methods of Access.** Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode

### **(33) Account Security, Continued**

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your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

**Positive Pay and Other Fraud Prevention Services.** Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

### **(34) Instructions From You**

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Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

### **(35) Monitoring and Recording Telephone Calls and Account Communications**

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Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record, and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

If necessary, you may change or remove any of the telephone numbers, email addresses, or other methods of contacting you at any time using any reasonable means to notify us.

### **(36) Claim of Loss**

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The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for

## **(36) Claim of Loss, Continued**

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consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

## **(37) Early Withdrawal Penalties (and involuntary withdrawals)**

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We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your separately provided notice of penalty for early withdrawal for additional information.

## **(38) Changes in Name and Contact Information**

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You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

## **(39) Resolving Account Disputes**

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We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

## **(40) Waiver of Notices**

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To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

## **(41) Additional Terms**

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If an overdraft item is less than \$25.00 a returned item or paid item fee will not be assessed. Total fees associated with returned items or paid items are not to exceed \$100.00 per day.

If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money in your account, and we decide not to pay the item or transaction, you agree that we can charge you an Returned Item Fee for returning the payment. Be aware that such an item or payment may be presented multiple times and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you a returned item fee each time a payment is presented if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.



## FACTS

### WHAT DOES PREMIER BANK DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and overdraft history
- account balances and payment history
- credit history and employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Premier Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Premier Bank share?	Can you limit this sharing?
<b>For our everyday business purposes—</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes—</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes—</b> information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

#### Questions?

Call 712-476-9100 or [PremierBank.bank](http://PremierBank.bank)

What we do	
<b>How does Premier Bank protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We only authorize our personnel to access your information when they need to do their work. We require companies working or providing a service to us to protect your information.</p>
<b>How does Premier Bank collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>■ open an account or deposit money</li> <li>■ pay your bills or apply for a loan</li> <li>■ use your credit or debit card</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>■ sharing for affiliates' everyday business purposes—information about your creditworthiness</li> <li>■ affiliates from using your information to market to you</li> <li>■ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
<b>Affiliates</b>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Premier Bank does not share with our affiliates</i></li> </ul>
<b>Nonaffiliates</b>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>■ <i>Premier Bank does not share with nonaffiliates so they can market to you</i></li> </ul>
<b>Joint marketing</b>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>■ <i>Premier Bank doesn't jointly market</i></li> </ul>