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TERMS AND CONDITIONS OF YOUR ACCOUNT

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING

A NEW ACCOUNT – 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.

AGREEMENT – This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us at 1-800-362-1688 or e-mail us at service@bankerstrust. com. (Please see Electronic Transmittal of Customer Information section below.)

This agreement is subject to applicable federal laws, the laws of the state of lowa 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 document 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 document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document 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 document 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 document should be construed so the singular includes the plural and the plural includes the singular.

ELECTRONIC TRANSMITTAL OF CUSTOMER INFORMATION (EMAIL AND FAX TRANSMISSIONS) - We sometimes receive customer requests to transmit Non-Public Personally Identifiable Financial Information ("NPI") (for example, account numbers, copies of checks, copies of statements, etc.) via fax and/or email. This notice is to make you aware of the risks associated with communicating via traditional email and fax servers and that we offer a free encrypted email service to customers. Traditional email and fax communications are:

- sent in clear text (i.e., they are unencrypted):
- at risk of being intercepted or picked up by someone other than the intended recipient:
- often stored on servers owned by the service providers (for example, the Internet Service Provider).

We have implemented secure email solutions to protect incoming and outgoing email and any NPI that may be included in the email. Bankers Trust customers can create a free secure and email account by visiting BankersTrust.com. We recommend using the secure email service for all of your communications with the Bank, but particularly for any email containing NPI.

Information delivered through unencrypted email or fax is sent via public communication medium and is at risk of interception. You should consider this risk concerning the use of these electronic communication mediums. Because we provide secure email encryption, by using a public communication medium you agree to indemnify and hold harmless Bankers Trust from any liability which results therefrom.

LIABILITY – 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 can be deducted directly from the account balance whenever sufficient funds are available. 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.

We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.



DEPOSITS - 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 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 for deposit, we may require any thirdparty endorsers to verify or guarantee their endorsements, or endorse

DEPOSITS OF NON-U.S. ITEMS - For items deposited which are drawn on foreign banks, we may withhold provisional credit for a longer period of time than the time specified in our Funds Availability Policy. We may refuse to accept for deposit or collection an item that is payable in currency other than U.S. Dollars or an item that is drawn on a financial institution not chartered in the U.S. When we do accept such an item, you accept all risk associated with foreign currency fluctuation (exchange rate risk) and with any late return of the item. When we credit your account for an international item, we use our applicable currency exchange rate on the day the item is processed to determine the U.S. dollar amount of the credit. When we reverse a credit for a foreign item, we use our applicable currency exchange rate on the day we reverse the credit to determine the amount of the debit. Currency exchange rates are highly volatile and our rate on the day of the credit is likely to be different (sometimes very different) than our rate on the day of the debit. You understand and agree that this may result in a currency exchange loss to you.

DEMAND DRAFTS - If you deposit a demand draft (an unsigned draft or a preauthorized draft) into your account, you warrant and guarantee that the draft is authorized.

WITHDRAWALS -

Generally – 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, 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 the 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 it as a transaction 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.

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. See the sections beginning with Overdraft Processing for complete details about Overdraft services



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 account 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 notice of penalty for early withdrawal.

DORMANT ACCOUNT – An account is considered dormant if there have been no deposits into or withdrawals from the account and we have received no communication from you regarding the account for a period of 24 months for a checking or savings account. However, our normal fees for maintaining the account may continue to apply as allowed by law.

Under Section 556.2 of the Iowa Code, if you are an Iowa resident and your account has had no activity for a period of three (3) years or if we have had no other contact with you, we may be required to surrender the funds in your account to the custody of the Treasurer of the State of Iowa as unclaimed property. Arizona residents are subject to the laws under the Arizona Unclaimed Property Act, Arizona Revised Statutes (A.R.S.) § 44-302, which requires property that is considered unclaimed be surrendered to the Arizona Department of Revenue. Arizona law also defines unclaimed bank accounts as those that have had no activity or owner/bank contact for a period of three (3) years. If your last known address is in a state other than lowa or Arizona, we may be required to surrender the funds in your account to the Treasurer of such state as unclaimed property. In such event, claim for recovery must be made directly to the Treasurer of the applicable state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION -

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 on any or all of our accounts. 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.

Joint Account - With Survivorship (And Not As Tenants In Common) - 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.

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.

PRIMARY CHECKING - Primary checking is an account in which you routinely deposit the majority of your income or benefits from any source, and against which you routinely authorize payment of the majority of your expense each calendar month.

TRUNCATION - Images of canceled checks will not be returned with your monthly statement. Standard research fees, as disclosed in the Bankers Trust Service Fee Schedule, will apply when obtaining imaged copies of canceled checks.

STOP PAYMENTS – Unless otherwise provided, 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 stop-payment orders are handled by computers, 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 12 months. Your order will lapse after that time if you do not renew the order in writing before the end of the 12-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. A release of the stop-payment request may be made by anyone authorized to transact on the account, whether or not the stoppayment request was initiated by that person.

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. If you are placing a stop payment order on an item one hour after the opening of the next banking day after the banking day on which we receive the item, you must place the stop payment order in person or by telephone to a bank employee (i.e. it is too late to place a stop payment online or via our automated telephone service). 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).

TELEPHONE TRANSFERS – 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. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.



TRANSFER LIMITATIONS - For savings and money market accounts you may make up to six transfers or withdrawals by means of a preauthorized, automatic, or telephonic transfer to another account of yours or to a third party or by check, debit card, or similar order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a third party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person, by mail, or at an ATM then there is no limit on the number of payments that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you. All transfers over six per statement cycle, whether restricted by regulation or not, are subject to an Excessive Debits Fee as disclosed in the Truth-in-Savings

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. 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 or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

NOTICES - 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 it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file.

STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures 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, alterations or forgeries 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 – In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error – such as an encoding error. In addition, 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 information on errors relating to electronic fund transfers (e.g., computer, 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.

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

DIRECT DEPOSITS – 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 form 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 legal remedy to recover the amount of our liability.

TEMPORARY ACCOUNT AGREEMENT – If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. 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.



SETOFF - 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, or (d) setoff is prohibited by the Military Lending Act or its implementing regulations. 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.

AUTHORIZED SIGNER – The authorized signer is merely designated to conduct transactions on the owner's behalf. 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.

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. 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. 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.

FORGERIES, MISSING SIGNATURES, ALTERATIONS - As used in this Agreement, an item includes a check, draft, demand draft, preauthorized draft or other order or instruction for the payment, transfer or withdrawal of funds (including a withdrawal slip), automatic transfers and electronic transactions (including ACH, ATM and POS). An item also includes any writing created or authorized in your name that would be a check or draft if it was signed. We are not responsible for reviewing the number or combination of signatures on an item drawn against your account.

This means that if you indicated that more than one signature is required in connection with an item drawn on your account, we are not liable to you if a transaction is conducted on or through your account contrary to the signature requirements you specified, provided at least one of the required signatures appears on the item. We are not liable to you for failing to detect a forgery of your signature or an alteration of one of your items if the forgery or alteration is such that a reasonable person is not reasonably expected to detect it.

PAYMENT ORDER OF ITEMS - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

Our policy is to process electronic transactions, such as ACH, debit card, online or wire transfers first, in the order they are received on the day they are processed. We process checks and similar items second, in numerical order (by check number) on the day they are processed.

If a check, item or transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (returned item). We will not charge you a fee for paying an overdraft of an ATM or everyday debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and returned item fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

OVERDRAFT PROCESSING - If a check or ACH or recurring debit card transaction is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the check or ACH or recurring debit card transaction (creating an Overdraft) or return the check or ACH or recurring debit card transaction (Returned Item). We reserve the right not to pay if, for example, your account is not in good standing, or you are not making regular deposits, or you have too many overdrafts. If we do not authorize an overdraft by check, ACH, or other means, your transaction will be returned and a Returned Item fee will be assessed. Additionally, you may choose not to have your overdrafts paid ("opt out") by notifying us in writing at the address listed in this document, by telephone at the telephone number listed in this document, or by stopping into any of our office locations. If you opt out, your check and ACH transactions creating an overdraft will be returned unpaid and a Returned Item fee will be assessed. The merchant to whom you wrote the check or authorized the transaction may also assess a fee.

You may opt in to overdraft services for ATM and one-time debit card transactions. If you do not opt in to overdraft services for ATM and one-time debit card transactions and your account does not have sufficient funds to complete a transaction you have initiated, the transaction will generally be declined. If you opt in to overdraft services and your account does not have sufficient funds to complete a transaction you have authorized, the transaction may be approved and an Overdraft Fee will be charged. Regardless of your opt in selection, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.



The amounts of the Overdraft and Returned Item fees are disclosed in our Service Fee Schedule, provided to you in conjunction with this document and as amended from time to time.

OVERDRAFT FEES – An Overdraft fee is imposed for overdrafts created by checks, in-person withdrawals, automated clearinghouse (ACH) withdrawals, or recurring debit card withdrawals. An Overdraft fee is imposed for any overdraft created by ATM withdrawal or one-time debit card withdrawal only if you opt-in to overdraft services. A daily limit on Overdraft fees, as disclosed in the Service Fee Schedule, applies. A Returned Item fee is assessed for check and ACH withdrawals that are returned unpaid. There is no daily limit on the amount of Returned Item fees that an account may be charged per day. The Service Fee Schedule is provided to you in conjunction with these terms and conditions, and may be updated from time to time with notification to you

OVERDRAFT COVERAGE – In determining whether to pay an overdraft, your account officer will evaluate factors including: 1.) How long you have held your account at Bankers Trust, 2.) Whether you make regular deposits to the account, 3.) How long your account remains in an overdraft position, and 4.) Other related lines of credit, deposit accounts, and trust relationships you maintain at Bankers Trust.

You must make a deposit to cover the overdraft balance as soon as possible, but under no circumstances should the account remain overdrawn 10 or more business days. If a deposit sufficient to cover the overdraft and any related fees is not made within 10 business days of when the first overdraft occurred, your account may be closed. Any items received on or after the day the account is closed will be marked "Account Closed" and returned unpaid. Information about accounts closed due to overdrafts may be reported to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. This information will remain on file with the agencies for seven years, and may impair your chances of obtaining future deposit accounts at a financial institution.

ALTERNATIVES TO OVERDRAFT SERVICES – We offer overdraft protection plans, including:

- A link between savings and checking accounts, which transfers money from your savings to your checking account in the event of a checking account overdraft. *Transfers are subject to a Transfer Fee, as disclosed in our Service Fee Schedule.
- A Checking Reserve line of credit, which transfers money in \$100 increments, or Home Equity Line of Credit, which transfers money in
- \$500 increments, up to your credit limit, when an overdraft occurs on your checking account. These lines of credit are subject to credit approval and an annual fee, as disclosed in our loan agreement with you.
- A Bankers Trust credit card, which automatically transfers money for the amount of the overdraft or \$25.00, whichever is greater, up to your credit limit, when an overdraft occurs in your checking account. The fee for these types of transfers is disclosed in the credit card agreement. This line of credit is subject to our prior credit approval.

The Service Fee Schedule is provided to you in conjunction with these terms and conditions, and may be updated from time to time with notification to you.

In addition to the overdraft protection plans indicated above, we provide the following services to assist you in managing your account:

- Internet Banking, which allows you to manage your account online and via mobile device. You can enroll at www.bankerstrust.com. You may sign up for low-balance e-mail and text message alerts using the service.
- Easy Access, which allows you to manage your account by telephone. You can access this service at (515) 245-5252 or toll free at 1-800-932-3279.

See the Bankers Trust Important Overdraft Information brochure for complete details about Overdraft services.

CHECK PROCESSING - We process items mechanically by relying solely 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.

CHECK CASHING - 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 such 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 thumborint or fingerprint.

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 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.

FIDUCIARY ACCOUNTS – 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.



CREDIT VERIFICATION - 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.

SECURITY – It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) 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 your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device 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).

Except for consumer electronic funds 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, unless we acted in bad faith or to the extent our negligence contributed to the loss. 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.

TELEPHONIC INSTRUCTIONS – 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 or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - 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. We need not remind you of our recording before each phone conversation.

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. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to this account, and as authorized by applicable law and regulations.
- Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is 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 further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

CLAIM OF LOSS - 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.

EARLY WITHDRAWAL PENALTIES (and involuntary withdrawals) – 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 notice of penalty for early withdrawals for additional information.

WAIVER OF NOTICES – 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 a check 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.

ACH AND WIRE TRANSFERS - 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.

FACSIMILE SIGNATURES – 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.

PLEDGES - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

POWER OF ATTORNEY – You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

STALE-DATED CHECKS – We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

FDIC INSURANCE – Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where

the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

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 11/2" 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 11/2" of that edge.

FRONT OF CHECK 7654 Address, City, State 20 Pay to the order of dollars and Location 01234567890 2654 Trailing Edge **-** 11/2" **-**Keep your indorsement out of this area. Your indorsemet must be within this area **BACK OF CHECK**



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

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - 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. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

UNLAWFUL INTERNET GAMBLING NOTICE – 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.

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address you have provided to us. A Returned Mail Fee, as disclosed in the Service Fee Schedule, will be assessed every month after 90 days if the address is not updated.

RESOLVING ACCOUNT DISPUTES – 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.

INTERNATIONAL ACH TRANSACTIONS – 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.

LARGE CASH WITHDRAWALS – If you want to cash a check (or make a cash withdrawal) for a very large sum, we may require five business days advance notice so that we can order the cash from our vault. We may, but are not obligated to, require that you provide adequate security. We also may require that you arrange for a pickup of the cash at our central vault or other location by an armored courier, acceptable to the bank, at your sole risk and expense.

ACCOUNT ORGANIZATION - Your account may, at our option, be divided into two sub-accounts in order to allow us to modify our reserve requirements as defined by Regulation D. The sub-accounts will be composed of a savings account and a transaction account and we may allocate funds between the sub-accounts as we deem appropriate. Items drawn against your account will be presented for payment against the transaction sub-account and funds in the savings sub-account will be transferred to cover Items presented against the transaction sub-account as may be needed. Such division is strictly for internal bank purposes and will not affect the operations of your account in any way. If your account earns interest, the use of sub-accounts will not affect the interest you earn.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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:

- Preauthorized credits. You may make arrangements for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or savings account(s)
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).



- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.
- Electronic funds transfers initiated by accountholders. You may
 establish regularly scheduled debit or credit transfers between your
 checking or savings account at Bankers Trust and an account at
 another financial institution.

Please also see **Transaction Limitations** section regarding limitations that apply to savings accounts.

Easy Access Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at (515) 245-5252 or 1-800-932-3279 using your personal identification number, a touch tone phone, and your account numbers, to:

- · transfer funds from checking to checking or savings
- · transfer funds from savings to checking or savings
- · get information about:
 - the account balance of checking accounts
 - the last 10 deposits to checking accounts
 - the last 10 withdrawals from checking accounts
 - the last 10 checks cleared
 - the account balance of savings accounts
 - the last 10 deposits to savings accounts
 - the last 10 withdrawals from savings accounts

Please also see **Transaction Limitations** section regarding limitations that apply to telephone transfers.

ATM Deposits. You may make deposits at any ATMs that provide the service. At our discretion, we may limit your ability to make deposits at an ATM machine.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your debit card and personal identification number to:

- make deposits to your checking or savings account
- get cash withdrawals from your checking or savings account
 - you may withdraw no more than \$550.00 (including ATM surcharges, if applicable) each calendar day
- transfer funds from a savings to a checking account
- transfer funds from a checking to a savings account
- access funds from a linked line of credit
- get information about:
 - the account balance in your checking account
 - the account balance in your savings account

Some of these services may not be available at all terminals.

Please also see **Transaction Limitations** section regarding limitations that apply to ATM transfers and savings accounts.

Types of Debit Card Point-of-Sale Transactions – You may access your checking account(s) to purchase goods (in person, by phone, or on the Internet), pay for services (in person, by phone, or on the Internet), and get cash from a merchant, if the merchant permits, or from a participating financial institution. You may use your debit card everywhere that Visa* debit cards are accepted.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,500.00 in transactions each calendar day (PIN-based transactions)
- you may not exceed \$2,500.00 in transactions each calendar day (signature-based transactions)
- you may not exceed \$550.00 in cash advance transactions each calendar day
- you may not exceed more than \$10,000.00 total each calendar day

Debit Card Activity Requirements. Your debit card must be used to complete a transaction at least once in a six-month period or the system will deactivate the card. This security feature is enabled to protect your account(s) in the event the debit card is lost or stolen.

Please also see **Transaction Limitations** section regarding limitations that apply to debit card transactions.

Currency Conversion. When you use your debit card at a merchant that settles in currency other than U.S. dollars, the charge will be converted into the U.S. dollar amount. The currency conversion rate used to determine the transaction amount in U.S. dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date, plus 1%. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. When you use your debit card internationally, but the merchant settles in U.S. dollars, Visa will assess a fee equal to 0.80% of the transaction. Either of these fees will be displayed as a Periodic Card Fee on your statement. The fees will appear as "SVC CHG INTRNTL TR."

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located. Furthermore, we reserve the right to limit or restrict your use of your card(s) at our discretion. We may invoke this right if you are using your card(s) for illegal purpose, we have been notified of fraudulent use of the card(s), or your account is no longer in good standing, for example.

Internet Banking and Mobile Banking + - Your rights, responsibilities, and transaction limitations for Internet Banking and Mobile Banking + transactions are detailed in the Internet Banking agreement you receive at enrollment.



FEES

- We do not charge for direct deposits to any type of account.
- We charge a replacement fee (plus applicable sales tax) for each replacement (lost, stolen, or damaged) debit card.
- We charge an ATM transaction fee for each transaction over three per statement cycle conducted at a non-Bankers Trust ATM.
- We do not charge for ACH transfers—such as paying utility bills, for example—originated by third parties.

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). This fee is commonly referred to as a surcharge and will be disclosed at the ATM before you complete the transaction. In limited circumstances, you may be assessed a surcharge at ATMs operated by Bankers Trust. You will receive on-screen notice of the fee before you complete the transaction. For a complete list of surcharge and transaction fee free ATMs, please refer to the ATM brochure provided in conjunction with these terms and conditions or visit BankersTrust.com.

Please refer to the Service Fee Schedule provided to you in conjunction with this document and, as amended from time to time, for information about fee amounts.

DOCUMENTATION

- Terminal transfers. You can get a receipt at the time you make a
 transfer to or from your account using an automated teller machine
 or point-of-sale terminal. However, you may not get a receipt if the
 amount of the transfer is \$15 or less. You will receive a record of
 transactions for which you did not receive a receipt on your periodic
 statement.
- 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, the person or company making the deposit will tell you every time they send us the money, or you can call us at (515) 245-2863 or 1-800-362-1688 to find out whether or not the deposit has been made. You may also use Easy Access to determine if a deposit has been made by calling (515) 245-5252 or 1-800-932-3279 and using your PIN#.
- Periodic statements. You will get a monthly account statement from us for your checking accounts.

You will get a monthly account statement from us for your savings accounts, unless there are no electronic fund transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

• 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 is how:

Call or write us at the telephone number or address listed in this document 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.

When the stop payment request matches the item submitted, it will be returned unpaid. Please be aware that all ACH items post to the account and are reviewed the following business day to identify any stop payment requests, before being paid or returned unpaid. If there are insufficient funds in your account at the time the item posts, your account may be temporarily overdrawn. Overdraft fees will not apply if a stop payment order has been requested; however this may affect the availability of funds in your account.

We will charge you a stop payment fee (plus applicable sales tax) for each stop payment order you give or renew.

We will charge you a stop payment fee (plus applicable sales tax) for each Easy Access and/or Internet Banking stop payment order you give or renew.

Please refer to the Service Fee Schedule provided to you in conjunction with this document and, as amended from time to time, for information about fee amounts.

- 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.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages (to the extent provided in the Electronic Fund Transfers Act).

FINANCIAL INSTITUTION'S LIABILITY

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 or damages (to the extent provided in the Electronic Fund Transfers Act). 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.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.



CONFIDENTIALITY

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 your written permission; or
- (5) as explained in the separate Privacy Notice.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• Generally. Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or 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.

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 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 mailed to you, 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 periods.

- Additional Limit on Liability for Debit Card. Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit 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, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.
- **(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 in this document. You should also call the number or write to the address listed in this document if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or address listed in this document, 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 for debit card point-of-sale transactions processed by Visa and 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 for debit card point-of-sale transactions processed by Visa and 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. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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.

BANKERS TRUST
CUSTOMER SERVICE DEPARTMENT
453 7TH ST., P.O. BOX 897
DES MOINES, IOWA 50304-0897
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: (515) 245-2863 or 1-800-362-1688
MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST



YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to transaction accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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 that 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.

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 office closing to an employee of the bank on a business day that we are open that is not also a federal holiday, we will consider that day to be the day of your deposit. However, if you make a deposit after office closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 6:00 P.M. Central Time 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 at an ATM after 6:00 P.M. Central Time or on a day we are not open, we will consider that the deposit was made on the next business day 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 your account. 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 another account with us. The funds in the other 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 after the day of your deposit. The first \$200 of your deposits, however, will 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, 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 day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Safeguard exceptions. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid.
- You deposit checks totaling more than \$5,000 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 \$5,000 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 (and you may have to use a special deposit slip). The excess over \$5,000 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 \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available no later than the ninth business day after the day of your deposit.

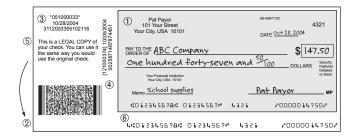
DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate may not be available until the fifth business day after the day of your deposit. This rule does not apply at ATMs we own or operate. For a list of ATMs we own or operate, please visit www.bankerstrust.com or call Customer Service at 1-800-362-1688.



Substitute Check Image

Below is an image of a sample substitute check. The numbers listed below the image correspond with the numbers on or near the substitute check image and the corresponding text explains the various components of a substitute check.



These numbers correspond with the numbers on the Substitute Check Image:

- An image of the original check appears in the upper right-hand corner of the substitute check.
- 2. A substitute check is the same size as a standard business check.
- 3. The information in asterisks relates to the "reconverting bank"—the financial institution that created the substitute check.
- The information in brackets (appears sideways facing check image) relates to the "truncating bank"—the financial institution that took the original check out of the check processing system.
- 5. The Legal Legend states: This is a LEGAL COPY of your check. You can use it the same way you would use the original check.
- 6. The MICR lines at the bottom of the image of the original and at the bottom of the substitute check are the same except for the "4" at the beginning of the MICR line on the substitute check, which indicates that it is a substitute check being moved forward for collection purposes. It is also possible for the MICR line on the substitute check to begin with a "5" if the item is being returned. The rest of the MICR line is the same as the original check to ensure that it is processed as though it were the original.

SUBSTITUTE CHECKS AND YOUR RIGHTS

As our customer we think it's important for you to know about substitute checks. The following Substitute Check Disclosure provides information about substitute checks and your rights. So you will recognize substitute checks when you receive them, we have included a copy of the front side of a substitute check along with an explanation of the substitute check's components.

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.



How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Bankers Trust 453 7th Street, P.O. Box 897 Des Moines, IA 50304-0897

(515) 245-2863 or 1-800-362-1688

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include -

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- · An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the amount of the check, the date of the check, and the name of the person to whom you wrote the check.

TRUTH-IN-SAVINGS DISCLOSURE

PRIVATE BANKING INVESTMENT CHECKING ACCOUNT

Minimum balance to avoid imposition of fees – There is no minimum balance requirement on this account. There is no monthly maintenance fee on this account.

Rate information - Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

Determination of rate – At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day on which we receive the credit for the deposit of noncash Items (for example, checks).

Non-Truncation Fee - (plus applicable sales tax) as disclosed in our Service Fee Schedule will be charged each month if you choose to receive your imaged canceled checks with your monthly statement.

PRIVATE BANKING CHECKING ACCOUNT

Minimum balance to avoid imposition of fees - There is no minimum balance requirement on this account. There is no monthly maintenance fee on this account.

Rate information - Your interest rate and annual percentage yield may change.

Frequency of rate changes – We may change the interest rate on your account at any time.

Determination of rate – At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue no later than the business day on which we receive the credit for the deposit of noncash Items (for example, checks).

Non-Truncation Fee – (plus applicable sales tax) as disclosed in our Service Fee Schedule will be charged each month if you choose to receive your imaged canceled checks with your monthly statement.

PRIVATE BANKING CLASSIC CHECKING ACCOUNT

Minimum opening deposit - \$200.

Minimum balance to avoid imposition of fees - A maintenance fee of \$12.99 (plus applicable sales tax) will be imposed every statement cycle if the balance in the account falls below \$200 any day of the month during the statement cycle.

Non-Truncation Fee – (plus applicable sales tax) as disclosed in our Service Fee Schedule will be charged each month if you choose to receive your imaged canceled checks with your statement.

PRIVATE BANKING MINOR CHECKING ACCOUNT

Minimum balance to avoid imposition of fees - There is no minimum balance requirement on this account. There is no monthly maintenance fee on this account.

Eligibility - This account is available to minor children of Private Banking customers.

Non-Truncation Fee – (plus applicable sales tax) as disclosed in our Service Fee Schedule will be charged each month if you choose to receive your imaged canceled checks with your statement.



PRIVATE BANKING REGULAR SAVINGS ACCOUNT

Minimum opening deposit - \$200.

Minimum balance to avoid imposition of fees - A maintenance fee of \$6.99 will be imposed every month if the balance in the account falls below \$200 any day of the month. This fee will not apply to Minors (under age 18).

Rate Information - Your interest rate and annual percentage yield may change

Frequency of rate changes – We may change the interest rate on your account at any time

Determination of rate – At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method – We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue depending on where noncash Items originate (for example, checks). Interest begins to accrue no later than the business day of deposit for Items that are drawn on Bankers Trust and no later than two business days following the deposit of other Items.

Transaction Limitations – Transfers from a Private Banking Regular Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by check, draft, debit card, or similar order to third parties.

Fees - An Excessive Debits Fee of \$5 will be assessed for each transaction in excess of six per month. This fee will not apply to Minors (under age 18). See **Transaction Limitations** above.

PRIVATE BANKING INVESTMENT SAVINGS ACCOUNT

Minimum opening deposit - \$1,000.

Minimum balance to avoid imposition of fees – A maintenance fee of \$7.00 will be imposed every month if the balance in the account falls below \$1,000 any day of the month.

Rate Information - Your interest rate and annual percentage yield may change

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate – At our discretion, we may change the interest rate on your account.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Accrual of interest on noncash deposits – Interest begins to accrue depending on where noncash Items originate (for example, checks). Interest begins to accrue no later than the business day of deposit for Items that are drawn on Bankers Trust and no later than two business days following the deposit of other Items.

Transaction Limitations - Transfers from a Private Banking Investment Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per month with no transfers by debit card to third parties. No more than three of the six transfers may be by check, draft, or similar order payable to third parties.

Fees - An Excessive Debits Fee of \$5 will be assessed for each transaction by preauthorized, automatic, telephone, or computer transfer in excess of six per month. See Transaction Limitations above.

BANKERS TRUST SERVICE FEE SCHEDULE

Please refer to our Service Fee Schedule, provided to you in conjunction with this document and as amended from time to time, for a description of our fees for the various banking services we provide.

Rev. 12/16

Private Banking DM & PHX

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Customer Service **1-800-362-1688**

