

# Understanding Your Deposit Account



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MEMBER FDIC



Terms and Conditions  
Electronic Transfers  
Funds Availability  
Truth in Savings  
Banking Service Fees

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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.

This agreement is subject to applicable federal laws, the laws of the state of the branch in which your account is located 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.

**In Texas**, "Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

Throughout this document, when a provision is identified as being applicable to a certain state (for example, "in Illinois"), it means that the provision is only applicable if your account is held at a branch located in that particular state. Any provision which is not described as applying to a particular state, applies to your account.

**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 we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

**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 indorsement or lack of indorsement 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 indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS** -

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

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

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

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

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced

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

**Multiple signatures, electronic check conversion, and similar transactions** - An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions, the check or

similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

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

#### **UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES -**

**Generally** - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

If you use our Overdraft Protection and we cover a transaction for which there is not enough money in your account to pay, we will consider that an overdraft. If you do not use Overdraft Protection, we treat all transactions for which there is not enough money in your account as an NSF transaction, regardless of whether we cover the transaction, or the transaction is rejected.

**Determining your available balance** - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft, or an NSF transaction could occur regardless of your account's actual balance.

Your account's actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the actual balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes transactions that have been authorized, but not yet settled, and subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance. For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A temporary debit authorization hold affects your account balance."

**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, or not paying, discretionary 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.

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

**Payment types** - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems, and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account. For information about how and when we process these different payment types, see the "Payment order of items" subsection below.

**Balance information** - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure for information on when different types of deposits will be made available for withdrawal. 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 nonsufficient funds at any time between the times 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 nonsufficient available funds.

**A temporary debit authorization hold affects your account balance** - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the available balance in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase. Should a hold be placed on your account on a debit card purchase, and should there be insufficient funds at the time of settlement of that transaction because of some intervening transaction or otherwise, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy.

**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 Credits first, on the day they are received. We process debits second on the day they are received. Refer to Notice of Payment of Items for more details.

If a check, item or transaction is presented with nonsufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. We will not charge you a fee for paying an overdraft of an ATM or one-time debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time 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 with nonsufficient funds and potentially incurring the resulting fees.

**In Illinois, 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 make no representations as to the appropriateness or effect of the ownership and

beneficiary designations, except as they determine to whom we pay the account funds.

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

**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.

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

**Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types 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 the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**In Missouri, 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 make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

**Joint Account - With Survivorship (And Not As A Tenancy By The Entirety Or 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.

**Joint Account - As Tenants In Common Without Survivorship (And Not As A Tenancy By The Entirety)** - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

**Husband And Wife As A Tenancy By The Entirety** - is an account in the name of two persons who are husband and wife as tenants by the entirety.

**Revocable Trust or Pay-On-Death Account (not subject to the Nonprobate Transfers Law of Missouri)** - If two or more of you create such an 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, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**Registration in Beneficiary Form** - LDPS means a class of unnamed persons who are the lineal descendants per stirpes of a beneficiary and who are to take upon surviving, in place of and with the same priority as the named individual for whom they are indicated as substitutes.

**In Texas, UNIFORM SINGLE-PARTY OR MULTIPLE-PARTY ACCOUNT SELECTION FORM NOTICE** - The type of account you select may determine how property passes on your death. Your will may not control the disposition of funds held in some of the following accounts. You may choose to designate one or more convenience signers on an account, even if the account is not a convenience account. A designated convenience signer may make transactions on your behalf during your lifetime, but does not own the account during your lifetime. The designated convenience signer owns the account on your death only if the convenience signer is also designated as a P.O.D. payee or trust account beneficiary.

**Single-Party Account Without "P.O.D." (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Single-Party Account With "P.O.D." (Payable on Death) Designation** - The party to the account owns the account. On the death of the party, ownership of the account passes to the P.O.D. beneficiaries of the account. The account is not a part of the party's estate.

**Multiple-Party Account Without Right of Survivorship** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes as a part of the party's estate under the party's will or by intestacy.

**Multiple-Party Account with Right of Survivorship** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of a party, the party's ownership of the account passes to the surviving parties.

**Multiple-Party Account with Right of Survivorship and "P.O.D." (Payable on Death) Designation** - The parties to the account own the account in proportion to the parties' net contributions to the account. The financial institution may pay any sum in the account to a party at any time. On the death of the last surviving party, the ownership of the account passes to the P.O.D. beneficiaries.

**Convenience Account** - The parties to the account own the account. One or more convenience signers to the account may make account transactions for a party. A convenience signer does not own the account. On the death of the last surviving party, ownership of the account passes as a part of the last surviving party's estate under the last surviving party's will or by intestacy. The financial institution may pay funds in the account to a convenience signer before the financial institution receives notice of the death of the last surviving party. The payment to a convenience signer does not affect the parties' ownership of the account.

**Trust Account** - The parties named as trustees to the account own the account in proportion to the parties' net contributions to the account. A trustee may withdraw funds from the account. A beneficiary may not withdraw funds from the account before all trustees are deceased. On the death of the last surviving trustee, the ownership of the account passes to the beneficiary. The trust account is not a part of a trustee's estate and does not pass under the trustee's will or by intestacy, unless the trustee survives all of the beneficiaries and all other trustees.

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

**In Illinois and Missouri, STOP PAYMENTS** - 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 six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

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

**In Texas, 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; it must be made in a dated, authenticated record that describes the item with certainty. (Generally, a "record" is information that is stored in such a way that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us). We must receive it in time to give you 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. Your stop-payment order is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. We are not obligated to notify you when a stop-payment order expires.

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

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

**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. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

**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. Notice to any of you is notice to all of you.

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

**Errors relating to electronic fund transfers or substitute checks** (For consumer accounts only) - For information on errors relating to electronic fund transfers (e.g., 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.

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

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

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

**Duty to notify if statement not received** - You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

**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 from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

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

**In Illinois and Missouri, 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. 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.

**In Texas, 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. 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.

**In Illinois and Missouri, AUTHORIZED SIGNER (Individual Accounts only)** - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

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

**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.

**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 indorsed 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 indorsements unless you notify us in writing that the check requires multiple indorsements. 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 thumbprint or fingerprint.

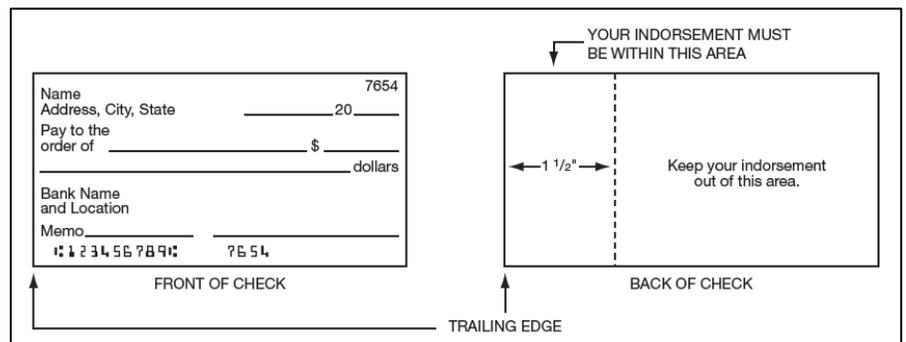
**INDORSEMENTS** - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine. To ensure that your check or share draft is processed without delay, you must indorse it (sign it on the back) in a specific area. Your entire indorsement (whether a signature or a stamp) along with any other indorsement information (e.g. additional indorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Indorsements 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 indorsement information within 1 1/2" of that edge.

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

These indorsement guidelines apply to both personal and business checks.

**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.

**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.

**ACCOUNT SECURITY** -

**Duty to protect account information and methods of access** - 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).

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

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

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable 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 your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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** - The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

**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.

**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. If provided elsewhere, we may impose a service fee if we attempt to locate you.

**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.

**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 an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

**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.

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

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

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

You agree to reimburse us for all costs and expenses we incur in connection with the deposit of remotely created checks to your account. You agree to comply with the Federal Trade Commission's (FTC) telemarketing sales rules and to provide us, upon our request, with evidence of the "express verifiable authorization" that you obtain in accordance with the FTC rules. The term "remotely created check" shall have the same meaning as in 12 CFR B229.2 (fff), as follows. Remotely created check means a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

**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.

**MULTIPLE SIGNATURES** - If you (a) have specified that some or all checks must be signed by more than one person, (b) have specified that the authorized signers for checks in one category are different than those for another check category, or (c) utilize checks that require multiple signatures, you acknowledge that those restrictions are for your internal use only and do not bind us even if you have made us aware of them in a certificate of authority or otherwise. The Bank may pay checks, items, electronic debits, wires, check card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the Account.

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## BUSINESS ACCOUNTS AMENDMENT TO THE TERMS AND CONDITIONS OF YOUR ACCOUNT:

### Protection against unauthorized items

You acknowledge that there is a growing risk of losses resulting from unauthorized items. We offer *services* that provide effective means for controlling the risk from unauthorized items. These *services* include:

- Positive Pay
- ACH fraud filter

We may recommend you use certain fraud prevention practices to reduce your exposure to fraud. Each of these practices is an industry "best practice." An example of a best practice is **dual custody**, which requires a payment or user modification initiated by one user to be approved by a second user on a different computer or mobile device before it takes effect.

We recommend that you use one or more of these *services* or best practice (or any other *service* related to fraud prevention that we offer after the date of this Agreement) and you (a) either decide not to use the recommended *service* or best practice or (b) fail to use the *service* or best practice in accordance with the applicable *service* description or our other documentation applicable to the *service* or best practice, you will be treated as having assumed the risk of any losses that could have been prevented if you had used the recommended *service* or best practice in accordance with the applicable *service* description or applicable documentation.

### Are you responsible for taking reasonable steps to help prevent fraud and embezzlement on your account?

Yes, you agree to take reasonable steps to ensure the integrity of your internal procedures with respect to your account and the items drawn on your account or deposited to it. To help prevent embezzlement and protect your business assets, we recommend that you:

- Assign responsibilities for your account to multiple individuals. Those who reconcile statements for your account should be different from those who issue items drawn on your account.
- Reconcile statements for your account as you receive them and notify us immediately of any problem.
- Contact us promptly if you do not receive the statement for your account when you would normally expect to.
- Watch for checks cashed out of sequence or made out to cash. These are classic red flags for embezzlement.
- Secure your supply of checks at all times. Stolen check items are a common method of embezzlement.
- Periodically reassign accounting duties such as reconciling your account or making a deposit.
- Review your transaction activity for unexpected fluctuations (e.g. compare the percentage of cash deposits to total deposit size). Most businesses will maintain a constant average. A large fluctuation might indicate embezzlement.
- Destroy any check that you do not intend to use.
- Use tamper resistant check items at all times.
- Notify us immediately when an authorized signer's authority ends so that his/her name can be removed from all signature cards and online banking access and any cards we have issued to him/her can be cancelled.
- Do not sign blank checks
- Regularly monitor your accounts through online banking and/or mobile services.
- Obtain insurance coverage for these risks.

**If you carry special insurance for employee fraud/embezzlement, we can require you file your claim with your insurance company before making claim against us?**

Yes, many businesses carry special insurance for employee/fraud/embezzlement. If you do, we reserve the right to require you to file your claim with your insurance company before making any claim against us. In such event, we will consider your claim only after we have reviewed your insurance company's decision, and our liability to you, if any, will be reduced by the amount your insurance company pays you.

You also agree to provide us with all reasonable information about your coverage, including the name of your insurance carrier, policy number, policy limits and applicable deductibles.

**Unauthorized Endorsement**

If you have notice of an alleged unauthorized or forged signature or endorsement or any other error on an item drawn on or deposited into your account, or that the payee did not otherwise receive the funds re-presented by said item, you agree to notify us immediately. Even if timely reported you may have to bear the loss or share the loss with us if your lack of ordinary care contributed to the loss. If you fail to notify us within 30 days of your receiving such notice, we will not be liable to you.

**Customer's Examination Responsibility**

You must examine your statement of account and report any unauthorized signatures, alterations, other unauthorized transactions or errors, along with the relevant facts surrounding the same within the time period as hereinafter set forth. Even if timely reported, you may have to bear the loss or share the loss with us if your lack of ordinary care contributed to the loss. In addition to the items identified in the applicable statement of account, the loss may include other items with unauthorized signatures or alterations related to the same wrongdoer.

The time you have to examine your statement of account 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 of your account is first sent or made available to you. If you fail to report any unauthorized signatures, alterations, other unauthorized transactions or errors in your account within 30 days of when we first send or make the statement of account available, you cannot assert a claim against us on any items in that statement of account, and the loss will be entirely yours. This 30-day limitation is without regard to whether we used ordinary care and applies regardless of whether you actually received the statement. If you are not receiving your statement, it is your obligation to notify the Bank.

For certain unauthorized ACH transactions posted to your account, you shall have until 10:00 a.m. of the Business Day after the item was posted to notify us to return the item as unauthorized. We will not be able to return the item after that time without the cooperation and agreement of the originating bank and the originating company.

**Provisional Credit**

Provisional credit is a temporary credit which may be applied to your account in situations in which a transaction is being disputed. Provisional credit may be credited to your account upon completion of the investigation or on the fifth business day of the investigation period, whichever is sooner. A provisional credit may be removed (reversed) or made permanent, depending upon the outcome of the investigation.

You understand that if through our investigative efforts, it has been determined to be an error on your account, the provisional credit becomes permanent and no further action is required.

Conversely, you understand that if through our investigative efforts, it is deemed not to be an error on your account; the provisional credit will be removed. If you do not have sufficient funds in your account at the time of the removal, your account will be overdrawn and you will be responsible for making a deposit to satisfy the overdraft.

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**NOTICE REGARDING PAYMENT OF ITEMS**

You do not have the right to withdraw or transfer funds or authorize payments from your account that are not available or are uncollected.

If you or any authorized party submits a withdrawal, transfer or payment request by any means with which a withdrawal, transfer or payment request can be made from your account and the available or collected funds in the account are "non-sufficient," we have the right to refuse the request and charge you the non-sufficient fund (NSF) fee disclosed to you in our fee schedule of charges. The NSF fee is charged on a per-item basis. An "item" is any authorized method of access to funds in your account, including but not limited to, a paper check, in-person withdrawal, a draft, an ATM withdrawal, a debit card transaction, an on-line banking transaction or any other electronic transaction. **Items may be presented multiple times for payment. Each presentation is considered a separate item and will be charged each time funds are not available in the account.** Fees imposed by us are not considered "items."

**An overdraft caused by ATM and everyday (non-recurring) debit card transactions will require you to opt in by notifying First Mid Bank & Trust to authorize and pay these transaction types. If you opt in for these overdraft transactions to be paid, the standard non-sufficient fund fee listed in our fee schedule of charges applies for each non-sufficient item. If you do not authorize First Mid Bank & Trust to authorize to pay ATM and everyday debit card transactions and there are not sufficient funds in your account, these transactions will be declined.**

If, however, we complete a withdrawal, transfer or payment request for an item even though there are non-sufficient funds in your account, this will create an "overdraft" and you will be charged the overdraft fee disclosed to you in our fee schedule of charges. An overdraft fee is charged for each item that exceeds the account balance. This may result in multiple fees for successive overdrafts. For example, if you have exceeded your account balance and a check is presented for payment, you use your debit card, and you make an ATM withdrawal, then this would result in three separate overdraft fees. Our payment of any overdraft does not mean that you have a line of credit. If your account is overdrawn for any reason, you agree to **immediately** deposit sufficient funds to bring your account to a positive balance.

Although subject to change without notice, it is our current practice to process items each evening for those received prior to the end of each business day. Every day is a business day except Saturdays, Sundays and federal holidays. We sort items first by transaction type in the following order. Within each type, items are processed by low-to-high amounts.

1. Credits to your account post first
2. Internal Transfers from your Checking account to a First Mid Bank & Trust loan payment
3. Online and Telephone Transfers and Miscellaneous Debits out of your account
4. Point-Of-Sale (POS) and ATM Transactions:
  - Point-Of-Sale Transactions include PIN-Based Transactions (where a Personal Identification Number was entered for the POS transaction), Signature-Based Transactions (where a signature was required for the POS transaction), and Recurring POS Transactions (a recurring payment in which a debit card was used to create the transaction)
  - ATM Transactions include On-Us ATM withdrawals and/or transfers (ATMs owned by First Mid Bank & Trust) and Foreign ATM withdrawals and/or transfers (ATMs not owned by First Mid Bank & Trust)
5. ACH Debits (includes check conversions - a check that is presented to a merchant or utility company and they convert it to an ACH)
6. Checks that you write off of your account
7. Internal Transfers from your Checking account to another First Mid Bank & Trust deposit account

A non-sufficient fund/overdraft fee will be charged for each item if the amount of the item is greater than the adjusted account balance at the time it is processed.

You do not have the right to choose the order of the item(s) for which we will complete your withdrawal, transfer, or payment request(s).

Under no circumstances shall you have the right to rely upon us to complete your withdrawal, transfer or payment requests if your account does not have sufficient funds even if we have previously completed such requests on one or more occasions. (Any practice that is more beneficial to you than our written obligation will not supersede these written rules.)

In the event of any oral or implied agreement to complete your withdrawal, transfer or payment requests when your account has non-sufficient funds, this Notice shall prevail, and no oral or implied agreement shall be enforceable.

If any of your accounts is overdrawn for any reason, you agree to immediately deposit sufficient funds to bring your account to a positive balance. Each account owner is individually and jointly responsible for depositing sufficient funds to bring your overdrawn account to a positive balance if such overdraft caused by any authorized withdrawal, transfer or payment request, regardless of whether such owner participated in the transaction or benefited from it.

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## DISCRETIONARY OVERDRAFT SERVICE POLICY

This policy is not a line of credit, or a right or obligation guaranteed to you. This is a discretionary policy that can be changed or withdrawn at any time without notice. Under this policy, our standard overdraft practice is to strive to pay your overdrafts when your account meets certain discretionary criteria. The criteria may include, but is not limited to, any or all of the following and is subject to change without notice:

- The age of your account
- The deposit behavior in your account and any related accounts
- The overdraft behavior of your account and any related accounts
- The status of any loan or other obligation to us
- The status of any legal or administrative order or levy

We have adopted this discretionary overdraft policy to provide you with the highest level of service as well as managing customer overdrafts consistently and fairly. At our discretion, we may pay and permit transactions for items, including checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transfers, when you do not have sufficient available funds. ***A non-sufficient fund/overdraft fee of \$32.00 per item will be assessed for each item or transaction that is submitted in which you do not have sufficient available funds in the account to cover the item amount when it is processed, regardless of the number of times the item or transaction is presented for payment. If your account is a non-consumer account, on the fifth consecutive day your account has been overdrawn, you will be assessed an overdraft fee of \$5.00 for Everyday your account remains in overdrawn status.***

If you do not wish to be included under this policy and would prefer to have your non-sufficient fund items returned and/or denied, please call (866) 888-7968. A non-sufficient fund fee will be assessed when your item or transaction is returned.

### Handling Overdrafts

***How do you handle an item or transaction presented for withdrawal on my account when there are insufficient funds in my account to cover the transaction?*** A non-sufficient fund item (NSF item) is a transaction on your account where the amount of the transaction is greater than the available balance in your account. If an NSF item or transaction is presented on your account, we strive to pay your overdrawn items in accordance with our *Discretionary Overdraft Service Policy* or our other Overdraft Protection services, regardless of the number of times the item or transaction is presented for payment.

#### *Discretionary Overdraft Service*

***What is your Discretionary Overdraft Service?*** Our Discretionary Overdraft Service is a discretionary, non-contractual courtesy, where we strive to pay your overdrawn items and charge our standard NSF/OD fee of \$32.00 for each item overdrawn. This policy is discretionary and may be withdrawn at any time. Our payment of your NSF items is NOT guaranteed. Be aware that the same item or transaction may be presented multiple times and that we do not monitor or control the number of times an item or transaction is presented for payment.

***What types of transactions are covered by your Discretionary Overdraft Services?*** We extend our Discretionary Overdraft Service to eligible accounts for the following types of transactions:

- Checks
- Automatic Bill Payments
- Telephone-initiated transfers or other electronic transfers
- Preauthorized automatic debits
- Items or transactions presented multiple times for payment

For consumer accounts, our Discretionary Overdraft Service may also be extended to cover the following types of transactions, if you inform us after you received a special notice required by Regulation E. See Reg E – Questions and Answers for more information.

- ATM withdrawals and transfers
- Everyday Debit Card Purchases

***How will it benefit me?*** We hope this policy helps you understand how we make overdraft payment decisions and that you will manage your finances carefully. In the event something unexpected happens where your account does not have the available funds to cover your checks, ATM withdrawals, debit card transactions, preauthorized automatic debits, telephone-initiated transfers or other electronic transactions, our policy may help you avoid the embarrassment and costs of returned items.

***Are my ATM and everyday Debit Card transactions included in the Discretionary Overdraft Service?*** We must have your authorization before setting up the service for ATM and everyday Debit Card Transactions. There is no additional charge to activate this service for your ATM and everyday Debit Card transactions. Please call us at (866)888-7968 or visit our website at [www.firstmid.com](http://www.firstmid.com) to activate this service.

***Is your Discretionary Overdraft Service a line of credit or loan?*** Our Discretionary Overdraft Service is not a line of credit or a loan. As a non-contractual courtesy, we will strive to pay your overdrafts based on your account performance, which includes your past deposit history, the age of your account and how quickly you have repaid any overdrawn items in the past. This service may be withdrawn at any time.

***Do I have to apply for the Discretionary Overdraft Service?*** No. Other than the authorization requirement for ATM and everyday Debit Card transactions, there is no application process for the Discretionary Overdraft Service. This is a discretionary, non-contractual policy for Consumer and Business Accounts, where First Mid Bank & Trust strives to authorize and pay overdrawn items or transactions so long as the checking account meets our requirements and is in good standing.

***What do I have to do when I have a NSF item?*** If you overdraw your account and we choose to cover your overdraft, the transaction will take place automatically. Accountholders should not become dependent on this policy to meet short-term cash needs.

***How will I know I am overdrawn?*** We will mail you a notice to notify you each time there is a non-sufficient fund item processed on your account. To help manage your account, you can choose to receive an email message to alert you when your account drops below a certain balance or when you have an overdraft. To establish this service, visit your online banking account by signing in at [www.firstmid.com](http://www.firstmid.com). If you need assistance in setting up alerts, call (866)888-7968.

***How quickly do I have to deposit funds to cover an overdraft?*** Your account agreement states that you are required to deposit funds immediately to cover any overdrafts. If your account has a negative balance for 40 or more days, and you do not contact us or deposit funds, your account will be reported to a consumer reporting agency and/or collection agency and is subject to closure.

***Can I opt-out of the Discretionary Overdraft Service for ATM and everyday Debit Card transactions at any time?*** Yes, if you do not wish to have your ATM and everyday Debit Card purchases included under this policy and would prefer to have these types of non-sufficient funds denied, please call (866)888-7968.

***Can I opt-out of the Discretionary Overdraft Services for all NSF transactions?*** Yes, if you do not wish to have any of your NSF items paid under this policy and would prefer to have all of your non-sufficient funds items returned and/or denied, please call (866)888-7968.

### Overdraft Protection Services

***Transfer from Savings Accounts*** Arrangements can be made to automatically transfer funds from one of your other accounts with our institution to an account that has a NSF item transaction for a fee of \$1.00 per transfer. This service must be set-up in advance of an NSF item transaction. Please speak to your customer service representative about designating which accounts you would like to be included in this type of arrangement.

***Line of Credit*** An overdraft line of credit requires a contractual loan agreement to be signed and is available to qualifying accountholders. Interest is charged on the outstanding balance of the line of credit. Payments of interest and outstanding principal are required to be made monthly. For more information, contact a customer service representative.

## ARBITRATION LANGUAGE

### **READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

You and First Mid Bank & Trust agree that we shall attempt to informally settle any and all Claims (defined below) between us before starting a lawsuit or an arbitration. If that does not resolve the Claim(s), then you or we may elect to resolve the Claim(s) by binding arbitration. Arbitration is a method of resolving disputes in front of a neutral arbitrator instead of having a trial in court in front of a judge or jury. This Arbitration Provision governs when and how disputes between you and us will be arbitrated.

**YOU HAVE THE RIGHT TO OPT OUT OF (NOT BE BOUND BY) THIS ARBITRATION PROVISION AS DESCRIBED BELOW. If you do not opt out of this Arbitration Provision and a Claim is arbitrated, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.**

**Effective Date.** This Arbitration Provision is effective upon the 31st day after we provide it to you ("Effective Date") unless you opt-out.

**1. Special Definitions.** Solely for purposes of this Arbitration Provision: (1) the terms "we," "us," and "our" include First Mid Bank & Trust, any of its corporate parents, subsidiaries, affiliates, assigns, successors, employees, officers, directors, agents, controlling persons and representatives, as well as any third party who is named as a co-defendant with us in a Claim asserted by you; (2) the terms "you" and "your" include each accountholder and each heir, successor, representative and beneficiary (including a pay-on-death or similar beneficiary) of an accountholder; and (3) the term "account" includes any account established under this Agreement and any updated or substitute account for the same accountholders, regardless of the execution of a new or substitute signature card for the account.

**2. Governing Law.** The parties acknowledge that this Agreement evidences a transaction involving interstate commerce and, therefore, the Federal Arbitration Act (Title 9 of the United States Code) ("FAA"), shall govern the interpretation and enforcement of this Arbitration Provision and proceedings pursuant thereto. To the extent state law is applicable under the FAA, the law of Illinois shall apply.

**3. What Claims Are Subject to Arbitration?** As used in this Arbitration Provision, the term "Claim" has the broadest reasonable meaning and includes, but is not limited to, any unresolved disagreement, controversy, dispute or cause of action between you and us, whether preexisting, present or future, arising out of, related to or concerning this Agreement, your account(s), any transaction conducted with us related to your account(s), the services provided pursuant to this Agreement, fees and charges relating to your account(s), any advertisement, solicitation or application relating to your account(s), the method(s) we use to communicate with you by telephone or other electronic device or any relationship between you and us. "Claim" also includes data breach or privacy claims arising from or relating directly or indirectly to the disclosure by us of any non-public information about you. "Claim" includes claims of every kind and nature, including, but not limited to, initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity. "Claims" are subject to arbitration even if they arise out of, affect or relate to conduct that occurred prior to the Effective Date.

**4. What Disputes Are Not Subject to Arbitration?** Notwithstanding the foregoing, the term "Claim" shall not include any dispute or controversy regarding the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not the arbitrator to decide. However, disputes or controversies regarding this Agreement as a whole are for the arbitrator and not a court to decide. In addition, claims filed by you or us individually in small claims court (or your state's equivalent court), or transferred by you or us to such court, are not subject to arbitration, so long as any such claim remains in that court and advances only an individual claim for monetary relief; but if such claim is transferred, removed or appealed to a different court, you or we will then have the right to demand arbitration of the claim. This Arbitration Provision also does not prohibit you or us, at any time, from (a) exercising any lawful rights to preserve or obtain possession of property or self-help remedies, including but not limited to, the right to set-off, the right to restrain funds in an account, recoupment, repossession, replevin or trustee's sales; (b) obtaining provisional or ancillary remedies or individual injunctive relief (other than a stay of arbitration), including, but not limited to, attachment, garnishment, interpleader or the appointment of a receiver by a court of appropriate jurisdiction; or (c) bringing an individual action in court that is limited to preventing the other party from using a self-help or non-judicial remedy and that does not involve a request for damages or monetary relief of any kind. In addition, this Arbitration Provision does not prevent you from submitting any issue relating to your account(s) for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf. Furthermore, this Arbitration Provision does not apply to litigation filed in state or federal court that is pending as of the Effective Date of this Arbitration Provision as long as such litigation is pending, except that parties or Claims added to such litigation after the Effective Date shall be subject to this Arbitration Provision.

**5. Starting arbitration.** If either you or we elect to arbitrate a Claim rather than have a court (a judge or a jury) decide the Claim, the Claim must be resolved in arbitration. The party electing arbitration must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit (for example, a motion by the defendant to compel arbitration of claims asserted by the plaintiff in a lawsuit filed in court). Otherwise, your notice must be sent to First Mid Bank & Trust, Attn: General Counsel, P.O. Box 499, Mattoon, IL 61938, and our notice must be sent to the most recent address for you in our files. The arbitration will be conducted pursuant to the *Procedures for the Resolution of Disputes through Document Submission* unless the arbitrator determines that an in-person or telephone hearing is necessary, or a party requests an in-person or telephone hearing. Any arbitration hearing that you attend will take place within 50 miles of your residence at the time the arbitration is commenced. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party asserting the Claim(s) to select an arbitration administrator pursuant to the paragraph below and start the arbitration proceeding in accordance with the administrator's rules and procedures. Even if all parties have opted to litigate a claim in court, you or we may elect arbitration with respect to any claim made by a new party or any claim later asserted by a party in that or any related or unrelated lawsuit (including a claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision.

**6. The arbitrator.** The arbitration shall be administered by the American Arbitration Association ("AAA"), 120 Broadway, Floor 21, New York, N.Y. 10271, (800) 778-7879, [www.adr.org](http://www.adr.org), in accordance with its applicable rules, procedures and fee schedules for consumer disputes ("Rules") at the time a demand for arbitration is made. The Rules can be obtained on the AAA website free of charge and you may call the AAA directly if you have any questions. The Rules explain how to start an arbitration and how the arbitration process works. If the AAA cannot serve and you and we cannot agree on a replacement, a court with jurisdiction will select the arbitrator. A single neutral arbitrator will be appointed by the administrator and must be a practicing attorney with experience in the types of financial transactions at issue in the Claim(s) or a retired judge. No company or arbitrator may serve, without the consent of all parties, if it/he/she adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision.

**7. Costs of arbitration.** The parties shall pay administrative, hearing and arbitrator fees in accordance with the administrator's rules and fee schedules. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced.

**8. What law the arbitrator will apply.** The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules and by law. In determining liability, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator

will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. We will not seek to recover from you any attorney, witness or expert fees or other costs or expenses we incur in defending an individual arbitration commenced by you. Notwithstanding the foregoing, if the arbitrator finds that a Claim is frivolous or brought in bad faith or for an improper purpose, then the payment of all fees, costs and expenses shall be determined by the arbitrator.

**9. Class Action Waiver.** Notwithstanding any other provision of the Agreement or this Arbitration Provision, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Special procedures apply to a claim seeking public injunctive relief, as set forth below).

**10. Jury Trial Waiver.** If arbitration of a Claim is elected, you and we waive the right to a jury trial or trial before a judge in a public court.

**11. The arbitrator's decision.** At the timely request of either party, the arbitrator shall provide a brief written explanation of the grounds for the decision. The arbitrator's decision (the "award") will be final and binding, except for any appeal rights under the FAA. However, if the amount of the Claim exceeds \$25,000, any party can, within 14 days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. The costs of such an appeal will be borne in accordance with the paragraph above captioned "Costs of Arbitration." Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

**12. Conflict, Survival and Severance.** In the event of any conflict or inconsistency between this Arbitration Provision and other provisions of this Agreement or the administrator's rules, this Arbitration Provision will govern. This Arbitration Provision shall survive any closing or termination of your account for any reason; the transfer or assignment of any account; and the bankruptcy of any party to the extent permitted by law. If any term or provision of this Arbitration Provision is held to be unenforceable or invalid, the remaining provisions shall be enforced without regard to such unenforceable or invalid term or provision, except that: (a) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding involving you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, then this Arbitration Provision (except for this sentence) shall be null and void in its entirety with respect to such proceeding. The parties acknowledge and agree that under no circumstances will a class action be arbitrated; and (b) if a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case, the parties will request that the court stay the claim seeking public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a claim for public injunctive relief be arbitrated.

**13. How to Opt Out of the Arbitration Provision.** If you do not want this Arbitration Provision to apply, you may reject it ("opt out"). To opt out, you must send us written notice of your decision to reject this Arbitration Provision to the address set forth below. **Your opt-out will not be effective and you will be deemed to have consented and agreed to the Arbitration Provision unless your notice of intent to opt out is received in writing at First Mid Bank & Trust, Attn: Customer Support Center, P.O. Box 499, Mattoon IL, 61938 by the Effective Date as defined above.** Your notice of intent to opt out can be a letter that is signed by you that states "I elect to opt out of the Arbitration Provision" or any words to that effect. Please provide your name, address and account number on the letter. This is the only way you can reject this Arbitration Provision. If you opt out, it will not affect any other terms of this Agreement and will not adversely affect your account. Your rejection of this Arbitration Provision shall not be imputed to any other person or entity or be deemed to be a rejection of this Arbitration Provision by any person or entity other than you. Nor shall your rejection of this Arbitration Provision eliminate the obligation of other persons or entities who wish to reject this Arbitration Provision to personally comply with the notice and time requirements of this opt-out provision. Notwithstanding the foregoing, in the case of joint ownership of an account, one owner's rejection of this Arbitration Provision will be deemed to be a rejection of this Arbitration Provision by all joint owners.

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## ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

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

### **Prearranged Transfers**

**Preauthorized credits.** You may make arrangements for certain direct deposits 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).

### **Telephone Transfers**

You may access your account(s) by telephone 24 hours a day at 1-800-500-6085 using a touch tone phone, your account number, your login identification and personal identification number (PIN) to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- get information about checking, savings or loan account(s) with us

### **ATM Transfers**

You may access your account(s) by ATM using your ATM or Debit Card and personal identification number to:

- make deposits to checking and savings account(s)
- get cash withdrawals from checking or savings account(s). You may withdraw no more than \$510.00 per day
- transfer funds between checking and savings account(s)
- make payments from checking account(s) to loan accounts with us
- get information about checking, savings or loan account(s) with us

Our ATM/Debit Cards can be used at most ATMs in the world. Some of these services may not be available at all terminals.

### **Point-Of-Sale Transactions**

Using your card you may access your checking account(s) to purchase goods (in person, by phone, online, or by Digital Wallet\*), pay for services (in person, by phone, online, or by Digital Wallet\*), get cash from a merchant, if the merchant permits, or from a participating institution, and do anything that a participating merchant will accept.

You may not exceed more than \$1,500.00 in transactions per day.

\*Please refer to our Digital Wallet Terms and Conditions for more information. <https://firstmid.com/digital-wallet-terms-conditions/>

**Non-Visa Debit Transaction processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The provisions of your agreement with us relating only to VISA transactions are not applicable to non-VISA transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*\*Visa Rules generally define PIN-Debit Network as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

### **Foreign Transactions**

Foreign transactions include internet transactions initiated in the US with a merchant who processes the transaction in a foreign country. If you use your card to obtain cash or purchase goods or services in another country, the amount of the charge in foreign currency will be converted to a U.S. dollar amount either by the merchant or Visa. The exchange rate used for the currency conversion is a selected rate of either: (1) a range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or (2) the government mandated rate in effect for the applicable central processing date. Depending on whether the currency is converted by the merchant or Visa, an additional fee of up to 1.5% will be added to the transaction. The original converted transaction amount will be shown separately from the International Transaction Fee on your monthly statement.

**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.

### **Use of Personal Identification Number (PIN)**

You acknowledge that the Personal Identification Number or PIN which you use with the Visa Debit Card is your signature and validates the directions given just as your actual signature and other proof of identity and authenticates and validates your directions to us. You also understand that Merchants which accept the Visa Debit Card for a purchase transaction that may not require your PIN and will require your signature which will also authenticate and validate the directions given just as your actual PIN had been used. You acknowledge that your PIN is an identification code that is personal and confidential and that the use of the PIN with the Visa Debit Card is a security method by which we are helping you to maintain the security of your account. Therefore, YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS THAT NO ONE ELSE LEARNS YOUR PIN.

### **Computer Transfers**

You may access your account(s) by computer using [www.firstmid.com](http://www.firstmid.com) and using your user identification and password to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- make payments from checking to third parties with a fee (refer to separate disclosure)
- get information about checking, savings or loan account(s) with us

### **Mobile Banking Transfers**

You may access your account(s) by web-enabled cell phone by text messaging, web browser, or downloading our mobile application and using your password to:

- transfer funds between checking and savings account(s)
- make payments from checking or savings account(s) to loan accounts with us
- make payments from checking to third parties with a fee (refer to separate disclosure)
- get information about checking, savings or loan account(s) with us

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

### **Electronic Fund Transfers Initiated by Third Parties**

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

- **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 charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

### **GENERAL LIMITATIONS**

Transfers or withdrawals from a savings or Money Market Account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card, or similar order to a third party, are limited to six (6) per statement. If you exceed the transfer limitations set forth above, your account shall be subject to closure.

### **FEES**

We do not charge for direct deposits to any type of account. We do not charge to set up a Digital Wallet.

Preauthorized payments are subject to the debit charges of the checking account type. Please refer to our separate fee schedule for additional information about ATM charges.

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

### **DOCUMENTATION**

**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.

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

**In addition,** you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly. You can call us at 1-877-888-5629 to find out whether or not the deposit has been made.

### **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's how:

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

We charge \$32.00 for each stop payment.

**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 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **FINANCIAL INSTITUTION'S LIABILITY**

**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. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit in your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

#### **CONFIDENTIALITY**

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 written permission.

#### **UNAUTHORIZED TRANSFERS**

**Consumer Liability.** 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.

Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement 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 period.

**Additional Limits on Liability for Visa 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 Visa 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.

**VisaZero Liability and Provisional Credit Policy:** For purposes of this policy for Card transactions, we define "unauthorized transaction" or "unauthorized card transaction" to exclude any of the following:

- (i.) any transaction by you, your business co-owner, or person authorized by you, or other person with an interest in or authority to transact business on the Account.
- (ii.) any transaction that exceeds the authority given by the Account owner.

VISA has devised a Zero Liability and Provisional Credit Policy to provide you with protection against unauthorized card transactions processed through the VISA network without a PIN, including internet and telephone purchases. If you suspect that your Card, or Card number, has been lost or stolen, you may not be responsible for any unauthorized purchases processed through the VISA network without a PIN, if you report the loss or theft in accordance with the provisions of this Agreement. This VISA Zero Liability and Provisional Credit Policy does not apply to ATM transactions or to PIN transactions. Upon notification from you of unauthorized Card transactions, we will limit your liability for those transactions to zero, if you notify us either by calling or writing to us at the address or phone number in this Agreement within sixty (60) calendar days of the mailing date of the FIRST statement showing any unauthorized Card transactions. All oral notifications must immediately be followed up with a written notification. Notwithstanding the foregoing, you will be liable for the unauthorized Card transactions on your statement if your "gross negligence" or "fraud" in handling of your Card or Account, as reasonably determined by us, has contributed to the transaction in question.

**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 disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

#### **ERROR RESOLUTION NOTICE**

In Case of Errors or Questions Account Your Electronic Transfers, Call or Write us at the telephone number or address listed, 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 if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question.

If we decide to do this, we will credit your account within 10 business days (5 business days if involving a Visa point-of-sale transaction processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**FIRST MID BANK & TRUST  
CUSTOMER SUPPORT CENTER  
P.O. BOX 499, 1515 CHARLESTON AVENUE  
MATTOON, ILLINOIS 61938-0499  
[www.firstmid.com](http://www.firstmid.com)**

Business Days: Monday through Friday, Excluding Federal Holidays  
Phone: (877) 888-5629

## YOUR ABILITY TO WITHDRAW FUNDS

*This policy statement applies to all deposit accounts.*

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks 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 on a business day that we are open (business hours vary at our locations), we will consider that day to be the day of your deposit. However, if you make a deposit on a day that we are not open, we will consider that the deposit was made on the next business day that we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in 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. Funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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 deposit will not be paid.
- You deposit checks totaling more than \$5,525 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 \$5,525 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 \$5,525 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 \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the 9th business day after the day of your deposit.

### DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposit (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the fifth business day after your deposit. This rule does not apply at ATMs that we own or operate that accept deposits.

All ATMs that we own or operate are identified as our machines.

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## TRUTH-IN-SAVINGS

### BASIC CHECKING ACCOUNT

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**To open the account.** You must deposit at least \$50.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$3.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee: you must maintain an eStatement for this account.

### BASIC STUDENT CHECKING ACCOUNT

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**To open the account.** There is no minimum deposit amount required to open this account.

**Conversion to Basic Checking.** Your Projected Graduation Date is required when the account is opened. Thirty (30) days after your Projected Graduation Date your account will convert to a Basic Checking account.

The conversion to the Basic Checking account includes the following:

There is a \$3.00 Maintenance Fee associated with this account. If you choose to have EStatements, the Maintenance Fee will be waived.

You are responsible for notifying the Bank if your Projected Graduation Date changes. This notification could affect the assessment of the Maintenance Fee associated with the conversion to the Basic Checking account.

### STARTNEW CHECKING ACCOUNT

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

**To open the account.** You must deposit at least \$50.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$9.95 will be charged each statement cycle.

**Direct Deposit Reward.** A \$3.00 Direct Deposit reward will be credited to your account each statement cycle in which you have a Direct Deposit. Transfers from another First Mid Bank & Trust account are not counted as Direct Deposits.

## INTEREST CHECKING ACCOUNT

For current rate and yield information please call us at (877) 888-5629 or visit [firstmid.com](http://firstmid.com).

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

### VARIABLE RATE

The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. The tiers are as follows:

**Tier 1** If your daily balance is \$2,500.00 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** If your daily balance is \$2,500.01 to \$10,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** If your daily balance is \$10,000.01 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

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

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

**To open the account.** You must deposit at least \$1,000.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$7.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$1,500.00 or more in this account for each statement cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**ATM foreign fee waiver.** The first \$4.00 of First Mid Bank & Trust ATM foreign fees will be waived each statement cycle. This will be noted on your statement as "Waiver of ATM Usage Fee." Non-First Mid Bank & Trust surcharges still apply.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

## RETAIL PRIME FIRST ACCOUNT

For more current rate and yield information please call us at (877) 888-5629 or visit [firstmid.com](http://firstmid.com).

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

**VARIABLE RATE.** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. The tiers are as follows:

**Tier 1** If your daily balance is \$15,000.00 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** If your daily balance is \$15,000.01 to \$50,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** If your daily balance is \$50,000.01 to \$100,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** If your daily balance is \$100,000.01 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

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

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

**To open the account.** You must deposit at least \$15,000.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$10.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain an average daily minimum balance of \$15,000.00 or more in this account for each statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is number of days in the statement cycle.

**Withdrawal fee.** An excess withdrawal fee of \$5.00 will be charged for each third-party debit transaction in excess of six during a statement cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per statement cycle. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity. Withdrawals in excess of these limits may result in account closure.

#### Unlimited transfers / withdrawals:

- Transfers to another account at First Mid of the same depositor if made by mail, at an ATM, in person, or by messenger
- Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

#### The following types of transfers are limited to six per statement cycle:

- Transfers / withdrawals to another account at First Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

## KIDS FIRST SAVINGS ACCOUNT

For current rate and yield information please call us at (877) 888-5629 or visit [firstmid.com](http://firstmid.com).

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

### VARIABLE RATE

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. Your interest rate and annual percentage yield may change.

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

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

**To open the account.** You must deposit at least \$25.00 to open this account.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** *Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Account Conversion.** Your account will automatically convert to a Retail Savings account when the minor owner reaches the age of 19. All other disclosed information remains in effect. Conversion from a Kids First Savings account to a Retail Savings account includes: If your account balance falls below \$100.00 any day of the month, a \$1.00 Maintenance Fee will be charged to your account. A Withdrawal Fee of \$0.50 will be charged for each debit transaction (withdrawal - in person or ATM, automatic transfer or payment out of this account) in excess of four during a monthly cycle.

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per month. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity. Withdrawals in excess of these limits may result in account closure.

*Unlimited transfers / withdrawals:*

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

*The following types of transfers are limited to six per month:*

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

## RETAIL MONEY MARKET ACCOUNT

For current rate and yield information please call us at (877) 888-5629 or visit [firstmid.com](http://firstmid.com).

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

**VARIABLE RATE.** The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. The tiers are as follows:

**Tier 1** If your daily balance is \$2,500.00 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 2** If your daily balance is \$2,500.01 to \$10,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 3** If your daily balance is \$10,000.01 to \$25,000.00 the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Tier 4** If your daily balance is \$25,000.01 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

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

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

**To open the account.** You must deposit at least \$1000.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$5.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$1000.00 or more in this account for each statement cycle.

**Withdrawal fee.** An excess withdrawal fee of \$5.00 will be charged for each third-party debit transaction in excess of six during a statement cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method.** *Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per statement cycle. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity. Withdrawals in excess of these limits may result in account closure.

*Unlimited transfers / withdrawals:*

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

*The following types of transfers are limited to six per statement cycle:*

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### RETAIL SAVINGS ACCOUNT

**For current rate and yield information please call us at (877) 888-5629 or visit [firstmid.com](http://firstmid.com).**

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

#### VARIABLE RATE

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. Your interest rate and annual percentage yield may change.

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

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

**To open the account.** You must deposit at least \$100.00 to open this account.

**Monthly maintenance fee.** A maintenance fee of \$1.00 will be charged each statement cycle.

**To avoid the imposition of fees.** To avoid the imposition of the maintenance fee you must maintain a daily minimum balance of \$100.00 or more in this account for each monthly cycle.

**Withdrawal fee.** A withdrawal fee of \$0.50 will be charged for each debit transaction (withdrawal - in person or ATM, automatic transfer or payment out of this account) in excess of four during a monthly cycle.

**Compounding and Crediting.** Interest will be compounded every month. Interest will be credited to your account monthly. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** Transfers from a Money Market or Savings account to another account or to third parties by pre-authorized, automatic, telephone, computer transfer, check, draft, or similar order are limited to six per month. Continued excessive transactions in a twelve-month period may force us to transfer your account to an account for which you qualify based on your account activity.

Withdrawals in excess of these limits may result in account closure.

#### *Unlimited transfers / withdrawals:*

- Transfers to another account at First-Mid of the same depositor if made by mail, at an ATM, in person, or by messenger Transfers for the purpose of repaying loans and associated expenses at First Mid Bank & Trust
- Transfers to repay prior credit that was extended by the bank to pay checks drawn on a transaction account
- Withdrawals from the account by the depositor if made by mail, at an ATM, in person, by messenger, or by telephone if followed by check

#### *The following types of transfers are limited to six per month:*

- Transfers / withdrawals to another account at First-Mid of the same depositor if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, or computer
- Transfers to a third party if made by pre-authorized transfer (ACH/EFT), automatic transfer/overdraft protection, telephone/facsimile, computer, check (including electronic check conversions), draft, POS (debit/ATM card), or similar order made by the depositor and payable to the third party

Transfers to a third party made in one month, but clearing in another, will be counted in the month they were made.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

#### CHRISTMAS CLUB ACCOUNT

The interest rate and annual percentage yield stated below are accurate as of \_\_\_\_\_. If you would like more current rate and yield information, please call us at (877)888-5629 or visit [firstmid.com](http://firstmid.com).

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural, and the plural includes the singular.

We reserve the right to at any time require not less than seven days' notice in writing before any withdrawal from an interest-bearing account.

#### FIXED RATE

The interest rate for your account is with an annual percentage yield of \_\_\_\_\_. You will be paid the disclosed interest rate when the Christmas Club account matures at which time the principal and interest will be distributed to you. Payout of this account must go to a First Mid Bank & Trust deposit account. This account will automatically renew at each maturity.

**To open the account.** You must deposit at least \$1.00 to open this account.

**To obtain the annual percentage yield disclosed.** You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

**Compounding and Crediting.** Interest will not be compounded. Interest will be credited to your account at maturity. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method. Daily Balance 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 on the business day you deposit noncash items (for example, checks).

**Transaction Limitations.** If any withdrawal is made from this account before \_\_\_\_\_ when the Christmas Club reaches maturity, then this account will be closed. Accrued interest will not be paid.

**Subaccount Organization.** We have organized your account in a nontraditional way. Your account consists of two subaccounts. One of these accounts is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a nontransaction subaccount (e.g., a savings account). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available, to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your account operates and the way a traditionally organized account operates, but this organization makes us more efficient and helps to keep costs down.

*This account is only for non-business, personal customers.*

## BANKING SERVICES & FEE SCHEDULE

*The following fees may be assessed against your account and the following transaction limitations apply, if any, to your account.*

### ATM/CHECK CARD

Shared Network Fee (per transaction) .....\$1.00  
 This fee will be assessed for each withdrawal performed at an ATM not operated by First Mid Bank & Trust. This fee is charged for checking and savings account withdrawals regardless of balance maintained, and is in addition to other fees that may apply to your account. (Waived for Basic Student Checking, Classic and Premier Checking Accounts)

Card Re-Issue Fee (per card) .....\$10.00  
 Cash Withdrawal Dollar Limit .....\$510.00

**ABANDON PROPERTY FEE (Escheat) .....\$50.00**

**ACCOUNT ACTIVITY PRINTOUT .....\$2.00**

### ACCOUNT BALANCING ASSISTANCE

Per Hour .....\$10.00  
 Minimum .....\$5.00

**ACCOUNT CLOSED WITHIN 90 DAYS OF OPENING .....\$20.00**

### ACCOUNT RESEARCH

Per Hour (1 hour minimum) .....\$25.00  
 5 or less pages (per page) .....\$4.00  
 6 or more pages (per page) .....\$0.25  
 Check Image Copy (per item) .....\$1.00

**AUTOMATIC TRANSFER TO COVER OVERDRAFT .....\$1.00**

**CASHIER'S CHECKS .....\$8.00**

Classic and Premier Checking .....FREE

### CHECK CASHING - Non-Customer

5% of the check amount, with a minimum of \$10.00, for all checks on the approved list.  
 The non-customer check cashing fee does not apply to on-us checks.

**CHECK / DEPOSIT SLIP PRINT .....Price varies based on style of check ordered**

In-House Printed Checks or Deposit Slips (per sheet) .....\$1.00

**COIN COUNTING - Non-Customer .....5%, with a minimum of \$2.00**

**COLLECTION FEES per item .....\$30.00**

### DORMANT ACCOUNT FEE

Per Month your account remains in dormant status .....\$5.00  
 Your checking account is dormant if for 12 months you have made no deposits or withdrawals to the account.

**FAX .....\$2.00**

**FOREIGN CURRENCY Minimum of \$150 (US) .....\$10.00**

**FOREIGN DRAFTS .....\$25.00**

**GARNISHMENTS/LEVIES .....\$50.00**

**MONEY ORDERS .....\$5.00**

Classic and Premier Checking .....FREE

### NIGHT DEPOSITORY SERVICE

Large Bag with Lock .....\$46.00  
 Zipper Bag .....\$5.00

### OVERDRAFT / NON-SUFFICIENT FUNDS (each item)

Returned item for non-sufficient funds .....\$32.00  
 Item paid when non-sufficient funds .....\$32.00  
 Daily Overdraft Fee (Business only) .....\$5.00

On the fifth consecutive day your business checking account has been overdrawn, you will be assessed an overdraft fee of \$5.00 for every day your account remains in overdrawn status.

**PHOTOCOPIES .....\$ .25**

**RETURN DEPOSIT ITEM FEE (Business Accounts Only - per item) .....\$5.00**

**SAFE DEPOSIT BOX DRILLING .....\$195.00**

Fee is assessed for drilling a box. (If the customer is a no show for their appointment, or the bank is unable to cancel the vendor before arrival, then the fee will still be assessed.)

**SPECIAL STATEMENT CUTOFF (date statement produced) .....\$3.00**

**STOP PAYMENT Checks or ACH Payments .....\$32.00**

### STORED VALUE CARDS:

#### Gifts Cards:

\*VISA® (Per card instant issue load limits between \$10 - \$1,000) .....\$4.00  
 Classic and Premier Checking .....\$1.50

#### Reload Cards:

\*VISA® (Per card instant issue load limits between \$10 - \$5,000) .....\$6.00  
 Classic and Premier Checking .....\$4.50  
 Secondary Card .....\$2.50  
 Reload Fee (per reload) .....\$3.50

#### Travel Cards:

\*VISA® (Per card instant issue load limits between \$10 - \$5,000) .....\$9.50  
 Classic and Premier Checking .....\$4.50  
 Reload Fee (per reload) .....\$3.50  
 Companion Card .....\$2.50

\*Other Fees may apply - please refer to your terms and conditions associated with your card.

### All cards not available at all locations

**TELEPHONE TRANSFERS BETWEEN ACCOUNTS .....\$1.00**

**TWO SIGNATURE FEE (No longer available) .....\$50.00**

### WIRE TRANSFERS (Customers Only)

Incoming - Domestic & Foreign .....FREE  
 Domestic Outgoing .....\$20.00  
 Foreign Outgoing .....\$75.00  
 Returned Wire .....\$10.00