

PERSONAL DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

This Personal Deposit Account Agreement and Disclosure governs all personal deposit accounts (“Accounts”) you have opened and maintain with the Division of HTLF Bank identified on the “Contact Us” page below (“Bank,” “we,” “us” and “our”). As used herein, “Customer,” “you” and “your” refers to those who own the Account and anyone authorized to use the Account. This Personal Deposit Account Agreement and Disclosure, together with any disclosures we provide to you regarding your Account or related agreements, including our Privacy Notice, Truth in Savings disclosures, Regulation CC Funds Availability Disclosure, Electronic Transaction Disclosure and Error Resolution Notice, as well as any rate sheets, signature card, fee schedules and other account opening documents (each, a “Schedule”) collectively make up the “Agreement” that governs your Accounts and our relationship with you. If you open multiple Accounts, you may receive separate Schedules for each Account, but the Agreement will cover all your Accounts with Bank. By opening, using or continuing to hold your Account, you acknowledge receipt of the Agreement, and you accept and agree to the terms and conditions set forth in the Agreement, as amended from time to time.

HTLF Bank Divisions operate throughout the western and midwestern sections of the United States. Each Division of HTLF Bank has a unique name that reflects our deep ties to the communities we serve. **Divisions of HTLF Bank are not separately FDIC insured.** The combined amounts you have on deposit with a Division of HTLF Bank are considered insured by the same depository institution, namely HTLF Bank. Basic FDIC insurance coverage for deposit accounts (checking, savings, money market, and certificates of deposit) is \$250,000. You may qualify for more than \$250,000 in coverage at HTLF Bank if you own deposit accounts in different ownership categories. The most common ownership categories for individual and family deposits are single accounts, joint accounts, revocable trust accounts, and certain retirement accounts. For further information on FDIC Insurance see Section 22(a) & (b).

Please read the Agreement carefully. You should keep a copy of the Agreement and any information we give you regarding changes to the Agreement for your records as long as you have your Account with us. You can get a current copy of the Agreement at any of our branches or through our website. See the “Contact Us” page for details.

ARBITRATION DISCLOSURE: This Agreement contains an arbitration provision under which you and the Bank agree that any dispute under this Agreement or related to your Account or our relationship with you may be resolved in binding arbitration, and that you will not have the right to a jury trial or to resolve the dispute in court. See Section 23 for details.

1. Explanation of Some Terms. As used in the Agreement, the terms listed below have the meanings provided:

(a) “ACH” means the Automated Clearing House, an electronic funds transfer network, and an “ACH transaction” or “ACH entry” means a Debit or Credit to your Account sent or received via ACH.

(b) “Available Balance” means the funds in your Account that are available to you to withdraw or transfer; to pay checks and other Items; and for all other uses permitted under the Agreement. See Section 8 for details on how we determine your Available Balance.

(c) “Business Day” means every day except Saturday, Sunday, and federal holidays.

(d) “Card” means any consumer debit card and we issue to you that you may use to access your Account.

(e) “Credit” means a deposit or other addition to your Account.

(f) “Debit” means a withdrawal or other deduction from your Account.

(g) “Debt” means all debts and liabilities owed by Customer to Bank, whether existing now or in the future, whether direct or contingent, including, without limitation, amounts for fees or other obligations arising from Overdrafts, endorsements, guarantees, loans, attachments, garnishments, levies, attorneys’ fees related to this Agreement or any Account you maintain with us or any of our affiliates.

(h) “Electronic Funds Transfer” and “EFT” means any transfer of funds you make or request through an electronic terminal, telephone, or computer or magnetic tape for the purpose of ordering, instructing or authorizing us to process a Debit or Credit to your Account. EFTs include, without limitation, ATM transactions, Debit Card transactions and ACH transactions.

(i) “Hold” means that we put a Hold on (or “freeze”) some or all of the funds in your Account, meaning that we may refuse to: (i) allow withdrawals from the Account; (ii) pay Items drawn against your Account or process other Debit transactions to your Account; and (iii) accept deposits to your Account or process other Credit transactions to your Account. When we place a Hold on funds in your Account, your Available Balance is reduced by the amount of the Hold.

(j) “Item” means: (i) all orders and instructions for the payment, transfer or withdrawal of funds from your Account (whether issued or unissued); (ii) all deposits to your Account, even if returned unpaid; (iii) any other Debits or Credits to your Account. This includes, without limitation, checks or substitute checks and purported substitute checks; drafts or demand drafts; remotely created checks and items; image replacement documents; Electronic Funds Transfers

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and preauthorized electronic transactions; in-person withdrawals and transfers; withdrawal slips; any applicable Account Fees; and any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed; deposit adjustments; and any photocopy or image of any of the foregoing.

(k) "Losses" means any losses, liabilities, claims, costs, damages or expenses, including reasonable attorneys' fees and court costs.

(l) "Overdraft" means an Item or other event that would result in a negative Available Balance in your Account.

(m) "Owner" or "Joint Owner" means the person(s) owning the funds in your Account and who has the power to deal with the Account in his or her name.

(n) "Statement" means any account statement we provide relating to your Account which shows transactions that occurred in the time period covered by the Statement.

2. Personal Account. You are opening your Account as a "personal account," meaning that it is being used primarily for personal, family or household purposes. Personal accounts are offered only to individuals that can form legally binding contracts under applicable law. By opening or continuing to hold your Account, you represent that you meet these requirements.

3. Changes to the Agreement. We may change the terms of this Agreement, including the fees, benefits, and features associated with your Account, at any time. We will notify you in advance of changes if required by applicable law. By keeping your Account open following the effective date of any changes to the Agreement, you will be deemed to have agreed to the changes.

4. Opening Your Account.

(a) Credit Verification. You authorize us to request and obtain one or more credit reports about you and any other natural person that is an Owner or signer on any Account, from one or more credit reporting agencies for the purposes of opening your Account, reviewing or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency, including but not limited to, if your Account was closed for cause.

(b) Identification Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify and record information that identifies each person who opens an account. When you open an Account with us, you must provide us with your name, address, date of birth, Taxpayer Identification Number and other information that will allow us to verify your identity, such as your driver's license or other identifying documents. You agree that Bank may seek information about you from third parties to confirm your

identity and for other Account related purposes. We are required to follow these procedures even if you are already a customer of Bank.

(c) Taxpayer Identification Number. You agree to provide us the accurate Taxpayer Identification Number (typically a Social Security Number) for each person listed on the Account. When you execute a signature card or open an Account with us, you certify that the Taxpayer Identification Number you provided is correct and you are not subject to backup withholding. If you refuse to provide your Taxpayer Identification Number, we may suspend or terminate your Account.

(d) Change of Address or Customer Information. You agree to notify us immediately if any of your personal information changes, including your name, mailing address, phone number, email address, Taxpayer Identification Number, or your residency or citizenship. We are entitled to rely on the information in our records unless and until we receive notice from you that it has changed.

5. General Terms for All Accounts.

(a) Fees and Charges. You agree to pay us the fees and charges shown in the Schedules that are applicable to your Account and for any other services related to your Account and your deposit relationship with us (collectively, "Fees"). We may deduct these Fees from your Account even if that makes your balance negative. The Fees and pricing information for your Account is subject to change from time to time. You may obtain a copy of any current Fee Schedule by contacting us.

(b) Statements. Unless otherwise provided in the Schedule for your Account, we will send or make available Statements to you on a periodic basis, generally monthly. We may send Statements to your mailing address or make them available electronically if you have agreed to electronic delivery. If any Statement is returned as undeliverable, we may charge you a Fee. See the Schedule for your Account for details.

(c) Freezing Your Account, Blocking or Delaying Transactions. You agree that we may reject, freeze, reverse or delay any transaction to or from your Account or place a Hold on some or all of the funds in your Account in order to protect you or us or to comply with applicable law, including when (i) we believe your Account may be subject to irregular, fraudulent, illegal or unauthorized activity, (ii) we receive conflicting information or instructions regarding Account ownership, control or activity, or (iii) we otherwise believe that such action is necessary to avoid Losses or reduce risk to us or you. We will not be liable for any actions we take hereunder or for any costs or Fees incurred by any delay, and we may take such action without prior notice except where prohibited by applicable law. This paragraph does not

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imply that the Bank has an obligation to monitor Accounts or transactions.

(d) **Reporting Unauthorized Transactions and Errors.** This section contains general provisions regarding unauthorized transactions and errors related to your Account. *This section DOES NOT apply to electronic transactions which are covered by the Electronic Transaction Disclosure and Error Resolution Notice.* Please review the Electronic Transaction Disclosure and Error Resolution Notice for provisions regarding unauthorized transactions and errors related to these types of transactions.

You agree to carefully examine and reconcile your Account Statements. You must notify us in writing within thirty (30) days after we mail or otherwise make your Statement available of any unauthorized transactions, discrepancies or errors, any unauthorized signature or alteration on your checks, or Items that may have been forged or counterfeit (each, an "Error"). You must also notify us within thirty (30) days if you fail to receive a scheduled Statement. Since you are in the best position to prevent and discover an Error, you agree that we will not be liable if: (i) you did not exercise ordinary care in examining your Statement; (ii) we did not receive timely notice of an Error; or (iii) the Items involved in the Error were forged, counterfeited or altered in a manner such that a reasonable person could not detect it. In addition, regardless of lack of care by us, if you do not report an Error within 30 days, we will not be liable to you for any subsequent unauthorized transactions on your Account involving the same person. The 30-day notice requirement described herein does not limit our rights to attempt to collect on unauthorized or altered checks from other banks, clearing organization, or other party or otherwise attempt recovery from any party.

(e) **Security Interest and Setoff.** You grant us a lien on and security interest in all Accounts owned by you and held with us, and any affiliate, to secure payment of any Debts you owe to us, including any Fees we may have against you. If you fail to pay any Debt you owe to us when that Debt is due, we may enforce our lien and security interest without demand and without notifying you in advance unless applicable law requires otherwise. You agree that this includes the right to set off against all future deposits to your Account, including deposits of government benefits, subject to applicable law. Our enforcement of our right to deduct funds from your Account through setoff or our lien and security interest in your Account will reduce your Available Balance and may result in Overdrafts, interest penalties, early withdrawal penalties or other Fees to you. You agree that we are not liable for any Item that is dishonored because we set off a Debt against your Account and there were insufficient funds left to pay the Item. Our rights under this paragraph do not apply if our records show to our satisfaction that you hold the Account in a representative, agency or fiduciary capacity, except to the extent the Debts being set off relate to such Account. The rights granted in this paragraph are in addition to any other rights of the Bank, including the rights the Bank has under other security documents with you.

(f) **Interest.** If your Account earns interest, we will pay interest at the annual rate of interest specified on the applicable Schedule we provide to you. The Schedule sets forth the frequency of interest payments, the frequency of interest compounding and crediting, the interest accrual basis, the balance on which interest will be paid, and any minimum balance requirements. If your Account has a variable interest rate, we have the right to change the rates and Fees in accordance with the terms of the Schedule, without limits and without notice. The applicable Schedule will indicate the early withdrawal penalty for certificate of deposit Accounts, if any. Interest begins to accrue no later than the Business Day we receive credit for the deposit of noncash Items (for example, checks). For deposits made by cash or Electronic Funds Transfers, interest begins to accrue on the Business Day of your deposit.

6. Electronic Funds Transfers. Please refer to the *Electronic Transaction Disclosure and Error Resolution Notice* for more details and additional terms and conditions regarding EFT transactions and your Account. In the event of a conflict between this Agreement and the Electronic Transaction Disclosure and Error Resolution Notice, the Electronic Transaction Disclosure and Error Resolution Notice shall control.

7. Insufficient Funds and Overdrafts. Insufficient funds means that there are not enough funds in your Account to pay for a withdrawal or Debit Item being presented against your Account. If there are insufficient funds in your Account to cover any withdrawal or Debit Items presented against your Account, such Items will be handled in accordance with our Overdraft procedures, including the procedures described in Section 8 below and possibly with our discretionary Overdraft Privilege described below in Section 10, or in accordance with any other agreement you may have with us (such as an agreement for an Overdraft protection program). An Overdraft occurs when the Available Balance in your Account is not sufficient to cover a transaction, but we pay it anyway. We have no obligation to pay any transaction if your Available Balance is not sufficient to cover it, and we may choose to return the transaction unpaid in our sole discretion. See Section 8 below for more information on how we determine your Available Balance. Even if we have paid Overdraft Items in the past, we are not obligated to do so in the future. Our payment of an Overdraft is not an application for credit or approval of an extension of credit.

(a) **Avoiding Overdrafts.** It is your responsibility to maintain sufficient funds in your Account to cover all of your transactions and your use of the Account. We have options available to help you keep track of your transactions, including through Online Banking and Mobile Banking. We also offer several options that may help you manage Overdrafts including Overdraft Privilege, which is described below.

(b) **Fees.** A Fee may be assessed on each Item that will overdraw your Account, regardless of whether we pay or return the Item. This is referred to as an "Overdraft Fee" if we pay the Item and a "returned Item Fee" if we return the Item.

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An Overdraft Fee is assessed for each Item we pay that causes your Account to be overdrawn or while your Account is already overdrawn. A Returned Item Fee is assessed for each Item we return unpaid because your Account is overdrawn or payment of that Item would cause your Account to be overdrawn. Items may be presented for payment more than once and we may charge a returned Item Fee each time an Item is presented if your Available Balance is not sufficient to pay it. This means you could be charged more than one returned Item Fee on an Item that is returned and later re-presented for payment. Please refer to the applicable Schedule for more information about these Fees.

(c) Your Responsibility. You must promptly pay the amount of any Overdraft or any other negative Account balance along with any applicable Fees. You agree to immediately deposit funds into your Account sufficient to cover any Overdraft plus applicable Fees. If you have a Joint Account, all Joint Owners will be jointly and severally liable for any Overdraft plus applicable Fees, regardless of which Owner initiated the transaction that resulted in the Overdraft. If you do not meet these obligations, we may charge you additional Fees, close your Account, report you to a credit reporting agency, or all of these. You authorize us to use the funds from any subsequent deposit to your Account to pay any Overdraft and resulting Fees, including any federal or state benefits. If you do not want your benefits applied in this way, you can change your direct deposit instructions with your benefits payor at any time.

8. Your Available Balance. Your Available Balance is the most current record we have of the amount of money in your Account that is available for you to use. Your Available Balance is updated throughout the Business Day. Your Available Balance will increase when deposits to your Account become available for use based on our Regulation CC Funds Availability Disclosure. Your Available Balance will decrease when withdrawals and other Debits (including Fees) are posted to your Account. Holds and pending transactions received throughout the Business Day can also reduce your Available Balance.

(a) Pending Transactions. Your Available Balance only reflects transactions once we become aware of them. It may not include every transaction you have initiated, such as your outstanding checks or recurring payments that you have scheduled in advance. If you review your Account during the day, you may see some transactions shown as "pending." Pending transactions reduce your Available Balance, but they have not posted to your Account yet. Once completed, pending transactions will be posted to your Account as described in Section 9 below. However, we may still return a pending transaction unpaid if your Available Balance is not sufficient to pay it during end-of-day processing.

(b) Holds. Holds placed on your Account can also reduce your Available Balance. When funds in your Account are subject to a Hold, those funds are not available to pay other Items received. Holds may be placed on your Account for a variety of reasons, including in the event of legal process on your Account or when you make a purchase with

your Card. With a Card purchase, the merchant will typically ask the Bank to authorize the transaction to ensure that your Account has sufficient funds, and the Bank will place a Hold on your Account for the purchase amount provided by the merchant. Because the Hold reduces your Available Balance, other transactions received while the Hold is in effect may cause an Overdraft and you may incur related Fees. There can be multiple days in between when you make a purchase with your Card and when that transaction is presented to us for payment and posted to your Account. When your Card purchase is posted to your Account, this could cause an Overdraft if your Available Balance at that time is not sufficient to cover it, even if your Available Balance was sufficient at the time the Card transaction was authorized. We generally do not show Holds or distinguish between available and unavailable funds in your Account balance on your Statement, so when you review your Statement it may appear that your Account balance was sufficient to pay for an Item for which you incurred a Fee.

(c) Bank-Initiated Transactions. Your Available Balance may also be reduced by certain Bank-initiated transactions, including: (i) any lien on or security interest in your Account; (ii) any setoff we may exercise against your Account; (iii) any deduction we may make from your Account because of a dispute, legal process, reversed deposit or other reason; (iv) any Item if we receive notice that the Item will be presented for payment or collection against your Account; (v) any checks we certify; or (vi) any other deduction to your Account permitted by the Agreement.

(d) Determining Overdrafts. We may look at your Available Balance to determine whether payment of an Item will create an Overdraft at any time between the time we receive the Item and the deadline for us to take action on the Item. We are not required to make this determination more than one (1) time during this period. You should note that sometimes we authorize a transaction at a time when your Available Balance is sufficient to cover it, but because other transactions post before it and reduce your Available Balance, the transaction creates an Overdraft when we post it to your Account. If we get a batch or multiple batches of Items in a Business Day, and if one, some, or all of those Items would overdraw your Account if paid, we will generally post Items in accordance with the procedures described in Section 9 below. This may result in larger dollar Items being processed before small dollar Items, even though this would have the effect of reducing your Available Balance more quickly.

9. Posting Order. Posting order is the order in which we apply deposits, withdrawals and other transactions to your Account. The posting order impacts your Available Balance and may impact whether your Account becomes overdrawn and the amount of Overdraft Fees and returned Item Fees you incur. We have the right to post transactions to your Account in any order we decide, and we may change our posting order at any time without notice to you.

(a) End-of-Day Processing. We receive transactions at different times throughout the Business Day, but we

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generally treat them as if we received all Items at the same time at the end of the Business Day. Items are then posted to your Account using automated systems that group transactions into categories based on the Item type. We generally post all transactions within a category (using the posting order or orders that apply to that category) before we post any transactions assigned to the next category. Transactions may not be posted to your Account in the order in which they actually occurred, the order we received them, or the order in which transactions appear in your Account history (including on your Statements). We often do not receive or post Debit transactions on the same day you conduct them.

(b) General Categories, Order of Posting. Below is a summary of the order in which we generally post transactions to your Account. This summary is intended to be representative of the most common types of transactions within each category, and other Items may be processed to your Account even if they are not specifically listed below.

(i) Deposits. Deposits and other Credits we receive prior to our identified cutoff times (please refer to the Regulation CC Funds Availability Disclosure for more details) will be posted to your Account before we post any withdrawals or other Debits to your Account.

(ii) Debits (Excluding Checks). All Debits except for checks are posted to your Account next. These Debits are organized into categories and posted in the following order: (i) ATM transactions; (ii) Debit Card transactions; (iii) wire transfers and other Items that cannot be returned or recalled; and (iv) ACH transactions. Within each category, transactions are posted in order of the date and time associated with each transaction (“time-stamp”), from earliest to latest. Each transaction is time-stamped based on either when the transaction was preauthorized or, for transactions for which there is no pre-authorization, when the transaction was processed by us. Any transactions that are not time-stamped will be posted after all other transactions in that category, in order of the dollar amount of the transactions, from lowest to highest.

(iii) Check Transactions. All checks drawn against your Account will be posted to your Account next. Checks are organized into categories and posted in the following order: (i) checks payable from funds on deposit with us (sometimes referred to as “on-us” checks) presented to us for cash payment; and (ii) all other checks. Within each category, checks without a check number are posted first, in order from lowest to highest dollar amount. This includes checks where the check number is illegible or otherwise unavailable. Then, checks with a check number are posted in order from lowest check number to highest check number.

10. Overdraft Privilege; Other Overdraft Protection Options.

(a) Overdraft Privilege. If your Account remains in good standing your Account may be eligible for Overdraft Privilege, an automated service for approving your Overdrafts up to a pre-determined limit. Keeping your account in “good standing” includes, at minimum: (i) making regular deposits consistent with your past practices; (ii) depositing an amount equal to the amount of discretionary Overdraft privilege extended to you or more in your Account within each thirty (30) day period and bringing your account to a positive balance and maintaining that balance in a positive position for 24 hours within every thirty-five (35) day period; (iii) not being in default on any loan or other obligation to us; and (iv) not being subject to any legal or administrative order or other legal process. See the applicable Schedule for your Account for details on your Overdraft Privilege options. Overdraft Privilege is not a line of credit; payment of Overdrafts remains at the Bank’s discretion and is not guaranteed. Our payment of Overdrafts with Overdraft Privilege may cease at any time without prior notice or cause.

(b) Coverage Options. There are three (3) Overdraft Privilege coverage options that you can choose from, as described below. You may change your election at any time by contacting us.

(i) Standard Coverage. Eligible customers will automatically receive Overdraft Privilege with Standard Coverage, under which Bank may in its sole discretion pay certain Items that overdraw your Account, such as checks, ACH Debit transactions and recurring Debit Card transactions. Payment of Overdrafts remains subject to applicable Fees. We will not pay Overdrafts for ATM or one-time Debit Card transactions unless you opt-in to Extended Coverage, as described below.

(ii) Full Coverage. Eligible customers may choose to opt-in to Overdraft Privilege with Full Coverage, under which Bank may in its sole discretion authorize Overdrafts for ATM and one-time Debit Card transactions, in addition to the types of transactions covered with Standard Coverage as described above. If you do not opt-in to Full Coverage but we nonetheless pay an Overdraft on an ATM or one-time Debit Card transaction, we will not charge an Overdraft Fee. You will still be responsible for any applicable returned Item Fees.

(iii) No Coverage. You may elect not to participate in Overdraft Privilege by contacting us to remove any existing coverage on your Account. If you do so, we will decline transactions that exceed your Available Balance. You will still be responsible for any applicable returned Item Fees.

(c) Fees and Charges. Any and all applicable Fees, including Overdraft Fees and returned Item Fees, will

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continue to be charged to you and will be included in the Overdraft Privilege coverage limit. You must promptly within 30 days repay the total Overdraft Privilege balance on your Account, including any applicable Fees, in order to remain in good standing.

(d) Other Overdraft Protection Options. There may be other Overdraft protection options available to you that may be less expensive than Overdraft Privilege, including automatically transferring funds from a linked Account or line of credit. With "Overdraft Transfers," you may choose to have Overdraft protection from another checking or savings Account from which funds will automatically be transferred to cover Overdrafts. With "Ready Reserve Line of Credit," established accountholders with good credit history and sufficient income may apply for a line of credit to cover Overdrafts. For more information regarding these options, whether they are available to you and current rates and Fees associated with them, please contact us.

11. Deposits to Your Account. The following terms apply to deposits and other Credits to your Account:

(a) Making Deposits. You may make deposits in person at one of our branches, by mail, electronically, or by any other means we make available to you. In addition to any other warranties you provide to us under applicable law or under the Agreement regarding Items you deposit or cash, for each Item that you deposit or cash you warrant that: (i) all signatures on the Item are authentic and authorized; (ii) you have the right to enforce the Item; (iii) the Item has not been changed or altered; (iv) the Item is valid; and (v) there is no other claim or problem related to the Item. You authorize us to accept all transfers, checks and other Items for deposit to your Account from anyone and at any time if they are made payable to you or to your order. We are not responsible for a deposit until we have actually received and accepted it. We may refuse to accept all or any part of any deposit in our sole discretion at any time, even after we initially accept it, or we may impose conditions on any deposit. Any deposit receipts we issue are subject to our verification of the Items deposited.

(b) Remotely Created Checks. A "remotely created check" is a check that is created by the payee and not signed by the account owner. You agree that you will not create any remotely created checks unless we separately agree in writing to allow such activity. If you attempt to deposit a remotely created check in your Account, we reserve the right to accept it for deposit, refuse to accept it, or accept it as a conditional deposit until the amount is collected by the Bank, in which case our Regulation CC Funds Availability Disclosure will not apply. When you deposit a remotely created check in your Account, you warrant and agree that: (i) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (ii) you will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; (iii) if the check is returned, you owe us the amount of the check, regardless of when the check is returned; and (iv) you will pay all costs incurred by

the Bank in depositing the check in your Account. We may take funds from your Account to pay the amount you owe us, which will reduce your Available Balance and may result in Overdrafts. In the event a warranty claim is made pursuant to Regulation CC in relation to a remotely created check you present to us, we have the right to charge any of your Accounts.

(c) Notice of Deposits. We do not have to notify you of any order to deposit funds to your Account other than the notice you receive in your Statement.

(d) Collection Items. We may handle checks and other paper Items as a "collection Item" instead of as a deposit. This means that instead of accepting the Item for deposit into your Account, we will send the Item to the issuer's bank for payment and credit your Account when we receive payment for the Item. We may charge a Fee for this service; see the applicable Schedule for your Account for details. If the collection Item is returned unpaid, we will return it to you.

(e) Check Cashing. We may refuse to cash a check or other noncash Item payable to you and require you to deposit the Item into your Account instead of cashing it. If we cash a check or other noncash Item for you, we may put a Hold on your Account for a corresponding amount until we collect it or until we are required to release the Hold under applicable law.

(f) Crediting of Deposits; Returns. All non-cash Items deposited to your Account are credited to your Account subject to our receipt of final payment by the payor bank. When you make a non-cash deposit and we credit your Account for that deposit, this credit is provisional (temporary). We may reverse or otherwise adjust any deposit or other Credit we believe has been erroneously made to your Account at any time and without prior notice to you. We have the right to charge back or otherwise Debit your Account or other accounts you hold with us for any deposited Item that is returned unpaid for any reason, even if you have made withdrawals against it, if we do not receive final payment of any Item or there is another problem related to the Item (for example, that the Item was altered, forged or unauthorized). If your Available Balance is not sufficient to cover the amount of the returned Item plus any applicable Fees, it may create an Overdraft. You authorize us to do one or all of the following with respect to a returned Item without prior notice and at any time: (i) charge your Account or any other accounts you have with us for the amount of the returned Item, our returned Item Fee, any interest paid on that Item and any other fee we pay or incur; (ii) put a Hold on your Account or any other accounts you have with us for the amount of the Item until we have resolved the claim or problem; (iii) resubmit the Item for payment by any means or attempt to collect the Item by other means; and (iv) pay any claim related to the Item. In connection with the return of an Item, we will have no duty to question the truth of facts that are being asserted, to assess the timeliness of any claim or to assert any defense. If an Item to be charged back is lost in the process of collection or unavailable for return, we may rely upon a photocopy of the Item or upon any other

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generally accepted notification of return of the Item, in charging you for the amount of the returned Item.

(g) Restriction on In-Branch Deposits. Large cash deposits present a safety issue for Bank employees and customers, therefore Bank reserves the right to refuse cash deposits to your Account that are presented at a branch location that exceed an amount established by Bank from time to time.

(h) Deposit Reconciliation. The amount of your deposit is based on the amount shown on the deposit slip or otherwise provided by you when the deposit is made. After your deposit is made we may verify the accuracy of the deposit amount, although we reserve the right not to do so in every case. If we determine that a deposit amount is incorrect, we may adjust (Credit or Debit) your Account for any discrepancy. We may not adjust your Account unless you notify us of the discrepancy within one (1) year of the date of your Account statement that shows the deposit. If you do not notify us of the error or discrepancy during this notice period, the deposit amount will be considered final. This means that if the actual amount deposited was less than the amount declared on the deposit receipt, the difference will become your property and if the actual amount deposited was more than the amount declared on the deposit receipt, the difference will become our property. We may change our standard adjustment amount at any time without notice to you.

12. Withdrawals from Your Account. The following terms apply to withdrawals from and other Debits to your Account:

(a) Making Withdrawals. You may make withdrawals from your Account in any manner that is permitted by us for the type of Account that you have opened. When you ask for a withdrawal in person, we may require you to show identification or other evidence satisfactory to us proving that you are authorized to make withdrawals. Withdrawals and transfers from your Account may be restricted as provided in the Agreement, in applicable Schedules or by applicable law. We do not have to allow you to make a withdrawal from your Account if your Available Balance is not sufficient to cover the full amount of the withdrawal. We also may refuse to allow a withdrawal if there is a Hold on the Account, including a dispute or other legal process, the Account has been pledged as collateral for a debt, any required documentation has not been presented, or you fail to repay any Debt to us.

(b) Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your Account using information from one of your checks to pay for purchases or pay bills. The merchant or other payee uses the check information, along with the transaction amount, to initiate an ACH Debit transaction. The transaction is electronically transferred through the ACH system and the funds will be debited directly from your account and deposited automatically into the merchant or payee's account. When information from your check is used to make an Electronic Fund Transfer, funds may be withdrawn from your account as soon as the same day you

make your payment. A description of the transaction will appear on your Statement. Checks used in these types of transactions will not be included with your Statement or otherwise returned to you. This type of Electronic Funds Transfer is governed by the Electronic Funds Transfer Act and subject to the Electronic Transaction Disclosure and Error Resolution Notice.

(c) Checks Re-Presented Electronically. If a deposited Item is returned unpaid, we may choose to redeposit the Item either in its original form or by converting it to an electronic payment and redepositing it as an ACH entry, in each case without notice to you. Checks re-presented electronically will not be included with your Statement or otherwise returned to you. This type of check conversion is not an Electronic Funds Transfer subject to the terms of the Electronic Transaction Disclosure and Error Resolution Notice.

(d) Pre-Authorized Drafts. If we are unable to enforce presentment and transfer warranties on remotely created checks drawn on your Account under the Federal Reserve Board's Regulation CC, then if you voluntarily give information about your Account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you do not physically deliver a check to the party, any Debit to your account initiated by the party to whom you gave the information is deemed authorized by you.

(e) Non-Customer Check Cashing Fee and Identification. If a person who is not a customer of ours presents a check drawn against your Account for payment over the counter, we may require identification that meets our standards (which may include a thumbprint or fingerprint from the person) and we may charge the person a service charge for cashing the check. We may refuse to cash the check and we will have no liability to you for wrongful dishonor in refusing to cash the check if: (i) the person attempting to cash the check refuses to comply with our identification standards or refuses to pay a service charge or (ii) we have reason to believe or we suspect that the person attempting to cash the check is not entitled to the funds or there is some other problem with the check.

(f) Large Cash Withdrawals. We may place reasonable restrictions on the time and method of any large cash withdrawal, including by cashing a check. This may include requiring advance notice before we allow such a withdrawal. We may also impose other conditions for making large cash withdrawals, and we may refuse the cash withdrawal if you do not agree with these conditions.

(g) Notice Requirement. Bank retains the right to require you to give at least seven (7) days' written notice prior to any intended withdrawal from a savings, negotiable order of withdrawal ("NOW"), or money market Account. Although we usually pay withdrawals or checks without notice on these Accounts, doing so does not mean that we give up this right.

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13. Checks and Items. The terms and conditions of this section may apply to checks and other Items that are drawn against your Account, Items that you cash or deposit, or both.

(a) Endorsements. An endorsement may be necessary for the deposit, transfer or negotiation of a non-cash Item you cash or deposit in your Account. All checks and other non-cash Items deposited to your Account should be endorsed payable to the order of us for deposit only. All endorsements must appear on the back of the check or other Item within the first 1-1/2 inches from the left side of the Item when looking at it from the front. We may refuse to deposit, pay or cash any Item or accept any Item for deposit if we are unable to verify to our satisfaction that all of the necessary endorsements are present on the Item. We may, but are not required to, accept Items without such endorsement, with non-conforming endorsements or that otherwise do not meet our endorsement requirements. We will not be liable to you for accepting such Items and you will be responsible for any Losses incurred by us due to the return of the Item or any delay in processing the Item. You authorize us to supply your endorsement to any Items you present to cash that we accept for collection or deposit to your Account. You also authorize us to collect any Item that is payable to you but missing an endorsement and agree that we do not have to supply your endorsement before collecting the Item.

(b) Review of Items and Signatures. You acknowledge that we have adopted high-speed automated collection and payment procedures, like most other banks, so that we can process the greatest volume of Items at the lowest possible cost to our customers, and our procedures provide for inspection of Items, including signatures, only in certain limited circumstances. We are not required to maintain signature cards for any Account, and regardless of whether we maintain signature cards, we shall not be obligated to inspect any Item for the presence or authenticity of any signature. In light of this, you agree that we have exercised ordinary care in using such procedures and in paying an Item if we examine only those Items that we have identified for review based on our internal criteria, as it may be updated from time to time. If we inspect an Item drawn against your Account, we may use your signature provided on the signature card or other documentation on file in doing so. You authorize us to store and use the information on your signature card in any reasonable form we deem necessary, including any digitized signature capture process. If we return an Item because we believe it did not match a signature on file, we will not be liable to you even if the Item was actually authorized. We will have no liability to you if we fail to detect a forgery of your signature or an alteration of one of your Items if the forgery or alteration is such that a reasonable person could not reasonably be expected to detect it. We will have no responsibility for reviewing the number or combination of signatures on or with an Item drawn against your Account, even if you specify that multiple signatures are required for Items drawn against your Account or you specify any other signature requirements, and you acknowledge and agree that such requirements are for your internal control purposes only.

(c) Non-Handwritten Signatures. A “non-handwritten signature” is any mechanically reproduced signature, including without limitation facsimile signatures or other forms of mechanically reproduced signature (such as desktop publishing, digitized, or computer software generated signatures). If you use non-handwritten signatures, they will not be considered a forgery or an unauthorized signature and will be effective as your signature or endorsement whether or not you have been negligent. You agree you will have the sole responsibility for maintaining security of any non-handwritten signature and any device by which the non-handwritten signature is affixed. You will bear the entire risk for the unauthorized use of such non-handwritten signatures or device whether or not you are negligent. You further agree to indemnify and hold us harmless from and against any and all Losses we or you may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile or mechanically reproduced signature or the device by which it is affixed. If you use any form of facsimile or mechanically reproduced signature device, you agree to deliver a sample to us if we request it.

(d) Check Legends and Notations, Amount of Check. We are not responsible to take action on, or for failure to notify you of, any “restrictions” on an Item (including without limitation legends, notations and other restrictive or conditional language such as “Void after 90 Days,” “Paid in Full,” “Void Over \$100” or similar statements). We may pay any Item drawn against your Account regardless of any such restrictions printed on it. If the numeric amount on an Item drawn against your Account does not match an amount written out in words, the written amount shall prevail when paying that Item.

(e) Dates on Items. We reserve the right to pay or return Items drawn against your Account without notice to you and without any liability to you, regardless of whether an Item is “stale” (meaning that the Item bears a date more than six (6) months in the past) or the Item is not dated. If you date a check in the future (referred to as a “postdated” check) and the check is presented for payment before the date of the check, we may pay it or return it unpaid in our sole discretion. You further agree that we are not responsible for any Losses you sustain if we pay the check.

(f) Substitute Checks and Electronic Files Pertaining to Original Checks. To make check processing faster, federal law permits banks to replace original checks with “*substitute checks*.” These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states “*this is a legal copy of your check. You can use it the same way you would use the original check.*” Some or all of the checks you receive back from us may be substitute checks. You agree not to cash or deposit any substitute checks or image documents intended as substitute checks that have not been previously endorsed by a bank. If you cash or deposit a substitute check or a purported substitute check into your Account instead of an original check, you are liable for Losses we may pay or incur due to: (i) that substitute check not meeting applicable substitute check standards or (ii)

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duplicate payments associated with the Item. For more information and additional terms and conditions regarding substitute checks, please refer to the Substitute Check Policy Disclosure contained in the Regulation CC Funds Availability Disclosure provided to you with this Agreement.

(g) Image Copies. A financial institution on which a returned Item is drawn, also referred to as a “returning bank,” may send us an electronic notice of return, an indemnified copy of the original Item, an image replacement document, or an image (all of these referred to as an “image copy”). We may in our sole discretion receive the return of any Item you deposit or cash by image copy from the returning bank. You will be bound by an image copy just as if the original Item had been returned. If the Item you deposit or cash is a check or other paper Item, we may not be able to provide you the original should you request it. We may in our sole discretion return any Item presented to us for payment from your Account by providing the Item to the returning bank using an image copy of the Item or other form of electronic return.

(h) Foreign Items/Foreign Currency. A “Foreign Item” is an Item that is drawn on a financial institution not chartered in the U.S. and/or that is payable in a foreign currency. We may, but are not required to, accept Foreign Items for deposit or collection. Our Regulation CC Funds Availability Disclosure does not apply to any Foreign Item we accept for deposit or collection. If we accept a Foreign Item for deposit or collection, the actual amount you receive will be determined using our exchange rate in effect at the time we receive payment for the Item and will be adjusted to reflect final exchange rate. You accept all risks associated with foreign currency fluctuation (exchange rate risk) and with any late return of the Item, and you will be responsible for any Losses incurred by us as a result of our processing a Foreign Item. If a Foreign Item we accept for deposit or collection is returned later for any reason, we will charge your Account at the applicable exchange rate in effect at the time of the return, which may be more or less than the exchange rate originally used for the deposit.

(i) Lost or Destroyed Items. We will not be liable for the loss or destruction of an Item or notice of nonpayment that is in transit or not in our possession. If an Item you cash or deposit is lost or destroyed, you agree to cooperate with us in recreating it. If you fail to cooperate with us, we may at any time without notice to you reverse or otherwise adjust any Credit made to your Account for the lost or destroyed Item. If any Item you cash or deposit cannot be collected because it is lost or destroyed through no fault of ours: (i) we will have no responsibility to you for the actions or inactions of any collecting or returning bank and (ii) we may deduct the amount of that Item from your Account and we may reverse any interest we paid in connection with the deposit.

(j) Checking Subaccounts. For accounting purposes, each checking Account may consist of two (2) sub-Accounts: a transaction sub-Account to which all financial transactions are posted, and a holding sub-Account into which Available Balances above preset levels are transferred daily. We may transfer funds between these

sub-Accounts for our internal accounting records. Both sub-Accounts are treated as a single Account for purposes of your deposits and withdrawals, access and information, tax reporting, Fees, FDIC insurance coverage, and payment of interest (if applicable).

(k) Checks and Forms. Checks and other documents you use must be on forms obtained through or approved by us. You must comply with our specifications for such Items. We will not be liable for the untimely return of any Item you have issued or any presentment-related problem resulting from the failure of an Item to confirm in any respect to our specifications. We will not be responsible for Losses that result from improper printing on documents we did not approve. We may refuse to accept for deposit or pay checks in a form that we cannot process using our customary equipment.

(l) Lost or Stolen Checks. If any of your unissued checks have been lost or stolen, or someone is issuing unauthorized paper Items against your Account, you must immediately notify us of this in writing. If we become aware of or we suspect any such problem, we may take one or more of the following actions: (i) close your Account and open a new account, (ii) dishonor any check you indicate or we believe may have been lost or stolen, or (iii) pay such a check, provided that you have instructed us to pay it (and given us the number of that check). Unless otherwise provided by applicable law, you will be liable for any Losses that result from your failure to use ordinary care in safeguarding your unissued checks.

(m) Stop Payment Orders. *This section DOES NOT apply to EFTs which are covered by the Electronic Transaction Disclosure and Error Resolution Notice. Please review the Electronic Transaction Disclosure and Error Resolution Notice for provisions regarding stop payments for these types of transactions.*

You may request us to place a stop payment order (“Stop Payment”) on checks and other Items drawn or charged against your Account. We may charge you a Fee each time you request a Stop Payment. The content of a Stop Payment must include: (i) your name; (ii) the date of the Item; (iii) the Account number on which the Item is drawn; (iv) the exact amount of the Item; (v) the Item number (or range of numbers if applicable); (vi) the name of the payee; and (vii) any other information we request. We may, but are not required to, process a Stop Payment using only a portion of this required content. We will not be liable for failing to honor a Stop Payment if any of the information you provide that we rely upon in processing a Stop Payment is incorrect or incomplete. A confirmation letter detailing your Stop Payment will be sent to you. You must notify us immediately of any inaccuracies in the confirmation letter. A Stop Payment will only be processed if we receive it in a time and manner giving us reasonable opportunity to act upon it before we pay, accept or otherwise become accountable for the Item(s) covered by the Stop Payment. Each Stop Payment is subject to our verification that the Item described therein has not been already paid. Unless otherwise

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provided, each valid Stop Payment processed by us will expire six (6) months after the date you request the Stop Payment. We may, but are not required to, pay any Item covered by a Stop Payment after it expires, with no duty to notify you except for identifying the Item as paid on your Statement. A Stop Payment may be renewed for an additional six (6) month period following the date it would otherwise expire if renewed while the Stop Payment is still effective. Each renewal is treated as an additional Stop Payment and we may charge a Fee. You agree we shall have no obligation to advise you of an expiring Stop Payment. You may not stop payment on an official bank check, certified check, cashier's check or teller's check issued by us or request us to Stop Payment on any Item if we have already paid, accepted or otherwise become accountable for the Item. You agree to indemnify the Bank for any Losses we incur due to your Stop Payment and our refusal to pay the Item. You assign to us all rights against the payee or other holder of the check and agree to cooperate with us in any legal actions that we may take against such parties.

If you have told us in advance to make regular payments from your Account, you can stop any of these payments by contacting us in time for us to receive your request three (3) Business Days or more before the payment is scheduled to be made. Once you have placed a Stop Payment on a pre-authorized transfer, Bank will not make any more preauthorized transfers to the person you were going to pay.

14. Account Ownership. We offer the types of Accounts described in this Section. We may rely solely on our records to determine the form of ownership of your Account. An individual Account is owned by one person. Joint Accounts are owned by two or more people.

(a) Joint Accounts. Each Joint Owner can perform all actions available to an Owner, including making deposits and withdrawals, issuing Stop Payments, closing the Account, transferring funds to or from the Account, pledging the Account as collateral for any obligation, and otherwise transacting on the Account and making changes or giving instructions, including but not limited to enrolling in services, adding other signers to the Account, and providing a power of attorney. Any such action by a Joint Owner shall be deemed ratified and approved by each Joint Owner as if the action had been taken and authorized personally by any and all of the Joint Owners. The obligations of each Joint Owner under the Agreement are joint and several. This means that each Joint Owner is fully and personally obligated under the terms of the Agreement, including liability for, Overdrafts and Debit balances, regardless of which Joint Owner benefited from or initiated the transaction. We have the right to endorse any checks, drafts or other orders for payment made out to any of the Joint Owners and deposit these Items into the joint Account. Each Joint Owner consents to the Bank sharing confidential information with the other Joint Owners, including but not limited to information related to

garnishments and set off liabilities of other Joint Owners that may result in Debits to the Account.

Unless the Bank agrees otherwise in writing or applicable state law requires other treatment, all Joint Owners will be treated as joint tenants with rights of survivorship. Upon the death of a Joint Owner, their interest in the Account will be transferred to the remaining Joint Owner(s) and the deceased Owner's estate will have no rights to the Account. If Joint Owners are treated as joint tenants without right of survivorship (sometimes referred to as "tenants in common"), upon the death of a Joint Owner, that person's proportionate ownership interest in the Account will pass to their estate, subject to the right of the Bank to act upon the written instructions of any or all of the remaining Joint Owners. The Account balance will be paid in equal shares upon a Joint Owner's death unless there was a prior written agreement with the Bank defining unequal ownership shares in the Account. We have no obligation to release funds upon the death of a Joint Owner until all legal documents we require have been provided to us.

(b) P.O.D. and Informal Trust Accounts. A Payable on Death ("P.O.D.") Account is an Account payable to you during your lifetime and payable upon your death to one or more beneficiaries you designate. You may, by written direction to us, change the beneficiaries on the Account. Only the Owner(s) are authorized to transact on the Account during their lifetime; the beneficiary cannot make withdrawals until after the death of all Owners. If there are multiple beneficiaries, each will be paid in equal shares. A beneficiary must be alive at the time of the Owner's death (or the death of the last Joint Owner if a joint Account) to acquire any right to funds in the Account. If there is no surviving beneficiary upon the death of the last Owner, applicable state law will determine ownership of the funds in the Account. If you open an Account as trustee for a named beneficiary without presenting formal trust papers (known as an "Informal Trust Account"), it will be treated as a P.O.D. Account.

(c) Fiduciary Accounts. A "Fiduciary Account" is a type of Account for which funds in the Account are held by a "fiduciary" for the benefit of someone else. Fiduciary Accounts include without limitation: (i) estate accounts, guardianship accounts and conservatorship accounts; (ii) any Formal Trust Account, UTM Account, Agency Account or Representative Payee Account (each as defined below) and (iii) any other account established by an executor, administrator, personal representative, trustee or other fiduciary. You agree to provide any documentation we request in order to demonstrate appropriate authority in connection with a Fiduciary Account, both at the time of Account opening and at all times afterwards. Bank has no fiduciary duty to you or to the beneficial owners of any Fiduciary Account, and we have no obligation to monitor your exercise of fiduciary duties or ensure that you are acting for the benefit of any beneficiary.

In addition to your indemnification obligations elsewhere in this Agreement, you agree to indemnify and hold us

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harmless for Losses arising from: (i) our refusal to pay or release funds when the refusal is based on the failure of the person requesting the withdrawal to provide documents or authorizations requested by us; (ii) any action or claim by a beneficiary, other fiduciary, government entity, or any other third party with respect to your authority or actions with respect to the Account; (iii) any direction you give to us for payment or otherwise, and (iv) any participation by us in any breach of fiduciary duty by you. You agree to pay the expenses, including reasonable attorney's fees, and costs of enforcing this right of indemnification. Below is additional information on some of our Fiduciary Account options:

- **Formal Trust Accounts.** A "Formal Trust Account" is an Account held by one or more trustees (each a fiduciary) for the benefit of one or more beneficiaries according to a written trust agreement. Only the named trustee(s) may conduct transactions on the Account, and they may do so only according to the terms of the trust agreement and applicable law. The trust must be a domestic United States trust.
- **Uniform Transfer to Minors Accounts.** A "UTM Account" is an account that is established by a custodian (as a fiduciary) for the benefit of a minor under the applicable state law version of the Uniform Transfers to Minors Act ("UTMA") or the Uniform Gifts to Minors Act ("UGMA") (the UTMA and UGMA referred to collectively as the "Act"). The rights and duties of the custodian are governed by the Act and the custodian is responsible for complying with the requirements of the Act. The custodian will control the deposits in the Account on the minor's behalf, and the Account will be held for the exclusive right and benefit of the minor. We will accept withdrawal requests and other instructions for the Account only from you as custodian. We may, however, disclose information about the Account to the minor or the minor's representative. The custodian will keep us informed of the minor's location. The custodian will not be allowed to pledge the Account as collateral for any loan to the custodian. Upon the custodian reaching the age of majority under the Act, the custodian may direct the Bank to close the Account and transfer the funds to the minor.
- **Power of Attorney: Agency Accounts.** An "Agency Account" is an account where an agent (as a fiduciary) is appointed with authority to conduct transactions on behalf of the Owner(s) (referred to as the "Principal") pursuant to a power of attorney ("POA"). An Agency Account may be combined with one of the other forms of Account ownership described in this Section. The POA must be in a form we deem acceptable, and we may

refuse to honor or comply with a POA presented to us for reasonable cause, or until we receive an affidavit from the agent certifying that the POA presented is a true copy and that, to the best of the agent's knowledge, the Principal is alive and that the relevant powers of the agent have not been altered or terminated. We may continue to honor the transactions of the agent until we receive written notice that you have revoked the POA or of the death of the Principal, and we have had a reasonable opportunity to act on that notice. You agree to hold us harmless for any Losses you may incur as a result of our following instructions given by your agent acting under a POA.

- **Representative Payee Accounts.** A "Representative Payee Account" is a type of fiduciary account in which a "representative payee" (as a fiduciary) manages Social Security and Supplemental Security funds received on behalf of a beneficiary. The representative payee does not have an ownership interest in the Account or any right of survivorship upon the death of the beneficiary.

15. Death or Incompetence. You agree to notify us immediately if any Account Owner or other person permitted to transact on your Account dies or is declared incompetent by a court. We may continue to honor checks and other Items and instructions on the Account from such person until we have knowledge of the death or incompetent status, receive any documentation we request to verify the death or incompetence, and have a reasonable opportunity to act on that information. When we receive notice of death or incompetence, we may freeze or place a Hold on your Account and refuse to permit withdrawals or accept deposits. We are not required to release your funds until we receive any documentation we reasonably request and determine who is entitled to the funds. We may accept and comply with court orders and take direction from any court-appointed representatives, guardians or conservators from states other than the state where the Account was opened or where the Account Owner resides.

16. Changes of Account Type. We may convert your Account to another type of deposit account offered by us (e.g., change the account type from a savings account to a demand account, or change the product within the same account type) at any time subject to any notice required by applicable law. If you have a high volume of activity, inappropriate activity or a negative balance or if we stop offering the type of Account you have, we may convert your Account to another type of account designed to accommodate your needs. We will provide information about

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any new account we open for you when we convert your Account.

17. Notices.

(a) To You. Notice to any one Owner constitutes notice to all Owners of your Account. All Statements, notices and other communications and writings we send to you regarding the Agreement or your Account (collectively, "Notices") shall be deemed given when sent to the address we have on record for the Account or to such address designated by any Owner of the Account. Notice may also be a message included in your Statement. If you have agreed to electronic delivery, we may provide Notices to you by email, posting on our website, or such other electronic methods as permitted under applicable law. We are not responsible for Notices lost while not in our possession (e.g., lost in the mail or by you after delivery. If any Notices are returned as undeliverable, you agree that we may discontinue sending Notices to you and the information contained in such Notices will be deemed available to you on the date they would have been mailed or otherwise provided to you pursuant to the Bank's notification process (e.g., by email or posting on our website, if you have agreed to electronic notices) and will be binding on you as of the date set forth in such Notice. You agree that the procedures described herein are an acceptable method of delivery of Notices to you, and you will indemnify and hold us harmless for following these procedures.

(b) To Bank. Notices you send to the Bank under the Agreement must be in writing to the address set forth on the "Contact Us" page or to such address as Bank otherwise specifies in writing. Notices sent to Bank shall be deemed effective (i) upon receipt, if sent by overnight courier or hand delivery, or (ii) within five (5) days if sent by U.S. Mail. You agree that Bank shall have a reasonable time to act on any notice that requires Bank to make changes in how you can access or use the Account.

18. Communicating with You. By opening your Account and keeping it open, you give us and other companies working on our behalf to service your Account your express consent to make informational, servicing and collection calls and text messages to any phone number you provide while you have an Account with us or any number you have called us from, including calls to mobile phones and home landline telephones. You also agree that we and other companies working on our behalf to service your Account may make calls concerning your Account by using an automatic telephone dialer and leave pre-recorded voice messages. These calls or messages may cause you to incur fees from your cellular provider or other service provider. If you give us an email address, you also consent to our contacting you by email. To the extent permitted by applicable law, we may deliver communications by electronic means if you have agreed to electronic notices, rather than by mail or other means. You acknowledge and agree that telephone calls and

other electronic communications that we have with you may be monitored and/or recorded.

19. Legal Process. We may restrict your Account upon receipt of any legal process without advance notice (unless required by applicable law) to you and without any liability to you for doing so. "Legal process" means any document that appears to have the force of law that requires us to restrict, place a Hold on, or pay out funds from, your Account. Legal process includes any subpoena, garnishment, levy, government request for information, forfeiture, seizure, bankruptcy, administrative or other order from a court or government agency relating to your Account. We may accept and act on any legal process we believe is valid, including providing information about your Account, restrict your Account, including by putting a Hold on your Account, until we determine who has the legal right to the funds in the Account (which may include requiring a court order telling us where to pay the funds), or pay funds from your Account pursuant to such legal process. Any legal process is subject to our security interest and right of setoff, and any fees or expenses we incur in responding to any legal process may be charged against your Account as Fees.

20. Inactive and Dormant Accounts. An Account is "inactive" if there have been no deposits or withdrawals or other communications from you about your Account. If your Account becomes inactive, and where allowed by applicable law, we may charge an inactivity Fee until your Account becomes active again or is closed, unless prohibited by applicable law. See the Schedule for your Account for details. The Bank reserves the right to close an Account if it is inactive for a period of time and there is a zero balance, including new Accounts that are not funded. If your Account remains inactive for a period of three (3) years, it will be considered dormant and we may charge a dormancy Fee as set forth in the applicable Schedule for your Account. Unless prohibited by applicable law, we reserve the right to cease paying interest (if applicable) and to stop sending Statements on Accounts that are dormant. Dormant accounts are subject to escheatment to the applicable state authority (in the state of Customer's last address of record with Bank) as unclaimed property in accordance with state law, and subject to applicable law, we may charge an escheatment Fee if this occurs. See the Fee Schedule for your Account for details.

21. Termination; Closing Your Account.

(a) Our Right to Close. We may terminate this Agreement and close your Account or temporarily stop a service related to your Account for any reason and without notifying you in advance, unless otherwise required by applicable law. We will endeavor to provide written notice to you in advance if we decide to terminate your Account relationship for any reason other than for cause or to prevent a loss. We may require you to close your Account and to open a new account if: (i) there is a change in Owners; (ii) there has been a forgery or fraud reported or committed involving your Account; (iii) any Account checks are lost or stolen; (iv) you have too many transfers from your Account;

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or (v) any other provision of our Agreement with you is violated.

(b) Your Right to Close. You may close your Account for any reason at any time by: (i) giving us written notice or (ii) submitting a request in person at any of our branches. Transferring all the money in your Account or reducing the balance in your Account to \$0.00 will not necessarily close your Account and may result in additional Fees or other Items charged to your Account.

(c) Our Obligations After Closing. After your Account is closed: (i) we will not pay further interest on the Account (if your Account pays interest); (ii) we will have no obligation to accept deposits or pay any outstanding checks or other Debit Items (and you agree to hold us harmless for refusing to honor any check or other Debit Item drawn on a closed Account), even if we receive or accept deposits intended for your Account after it is closed; and (iii) we may return any deposits we receive via ACH transaction to the sender; provided, that we may, but are not required to, reopen your closed Account if we receive a deposit to the Account or to process any other trailing activity in the Account.

(d) Your Obligations After Closing. You agree that you will not attempt to make any further deposits or authorize any further Debits to your Account once it is closed. After your Account is closed, you will remain liable for: (i) any Fees or other obligations incurred prior to the date your Account is closed; (ii) any Fees assessed by us in the process of closing your Account; or (iii) your responsibility to maintain sufficient funds in your Account to cover any outstanding checks or other Debit Items. If an Item is submitted to us for payment after your Account is closed and we pay the Item, you will be liable to us for the amount of the Item.

(e) Recurring Transactions. If you have made arrangements with a third party for recurring transactions to your Account (whether in the form of Credits or Debits), you must notify this third party to stop these transactions once your Account is closed. We may receive funds or other Credit transactions intended for your Account after it is closed, but this does not mean your Account is "open." We will have no liability to you if you do not receive any regularly scheduled deposit or if a regularly scheduled payment is not made for you due to your failure to notify that party in a timely fashion of your Account closure.

(f) Returning Your Account Balance. The balance remaining in your Account after it is closed will be returned to you, subject to the following conditions: (i) we may Hold any remaining Account balance until you claim it and we determine you are entitled to receive it, except as provided by applicable state law governing unclaimed property and (ii) any Fees, claims, setoffs or other amounts will be subtracted from your Account balance before we return it to you. To return your Account balance, we may mail you a cashier's

check for the applicable remaining Account balance to your last known mailing address.

22. General Terms.

(a) FDIC Insurance. Your deposits are insured up to the applicable limits under the Federal Deposit Insurance Corporation ("FDIC") insurance coverage rules based on the category of account ownership. More information and tools to determine federal deposit insurance coverage can be obtained from the FDIC on its web site at www.fdic.gov or by calling 1-877-ASK-FDIC or 1-800-925-4618 (for the hearing impaired). Your deposits will be insured based upon your Account relationship with Bank. The bankers at the Bank can also provide you with information about the FDIC insurance coverage on your Accounts.

(b) Special Provisions for Pass Through Accounts. If you have opened an Account on behalf of the legal or beneficial owner(s) of the funds in the Account (for example as a trustee, agent, nominee, guardian, executor, custodian or funds held in some other capacity for the benefit of others), those legal or beneficial owner(s) may be eligible for "pass-through" insurance from the FDIC. This means the Account could qualify for more than the standard maximum amount of FDIC deposit insurance coverage. To ensure that the legal or beneficial owner(s) of the funds qualify for the appropriate amount of FDIC deposit insurance coverage as depositors, you must be able to provide a record of the interests of the actual owner(s) in accordance with the FDIC's requirements in the event Bank fails, including the records you keep on the legal or beneficial owners of the funds, identifying information for those owners, and the format in which to provide the records to the FDIC upon bank failure. You agree that you will provide this information in a timely manner in order for the actual owner(s) of the Account to receive pass-through insurance coverage. You understand and agree that your failure to provide the necessary information to the FDIC may result in legal claims against you by the actual owners of the funds in the Account. If you do not provide the required information, the Account may only be insured up to \$250,000 in the aggregate with other accounts you have in the Bank and you will be responsible for any claims above this amount from the legal or beneficial owners of the funds. Notwithstanding other provisions in this Agreement, this Section survives after a receiver is appointed for Bank, and the FDIC is considered a third party beneficiary of this Section. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such Accounts at any time. You agree that we have the right to audit your records and that you have the ability to timely produce the records and information as required by the FDIC upon request. In the event of the Bank's failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of Bank's failure. As soon as a receiver is appointed, a Hold will be placed on your Account and that Hold will not be released until the FDIC determines you have complied with its alternative recordkeeping requirements. Your failure to meet this obligation will be considered a breach of this Agreement.

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(c) Indemnity, Limits on Liability. For the purposes of this section, "Bank," "we," "our" and "us" includes us and our affiliates, officers, directors, employees and agents. You agree to indemnify us and hold us harmless from any and all Losses resulting directly or indirectly from, arising out of or in any way connected with: (i) your use of the Account and any transaction on the Account, (ii) the Agreement and your performance under the Agreement or your breach of any terms of the Agreement, including failure to comply with applicable law, and (iii) services we provide to you under the Agreement or pursuant to your instructions; provided, that you shall have no obligation to indemnify us for any Losses resulting from our gross negligence, willful misconduct or bad faith.

You agree that we will only be liable to you to the extent we acted with gross negligence or willful misconduct and those actions resulted in a direct financial loss to you. In no event will we be liable for (i) errors or omissions that do not result in a financial loss to you; (ii) any Losses that result from our use of customary banking practices or for any Losses provided that we have acted in good faith and with ordinary care; (iii) any action we are authorized or permitted to take by the Agreement (including without limitation making deductions to your Account or putting a Hold on your Account), even if this results in your Account having insufficient funds or causes an Overdraft or otherwise causes you to incur Fees, expenses or damages; (iv) your misconduct, errors or negligence or an act or failure to act of any person not directly within our control; (v) anything we do in following your instructions or for not following such instructions if we reasonably believe that this would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices or applicable law; and (vi) any Losses arising out of the systems and software utilized by you to initiate or process banking transactions. **IN CONNECTION WITH YOUR ACCOUNT AND THE AGREEMENT, YOU AGREE THAT WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOST PROFITS REGARDLESS OF THE CLAIM OR FORM OF ACTION AND EVEN IF YOU OR WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES OR COULD REASONABLY FORESEE SUCH DAMAGES OR LOSSES.**

If we fail to stop payment on an Item, or pay an Item bearing an unauthorized signature, forged drawer's signature, or forged endorsement or alteration, our liability, if any, shall be limited to the face amount of the Item. Neither you or we will be deemed to be in default of any of the obligations required to be performed under the Agreement or be liable to the other for any failure, error, malfunction or delay in carrying out any of our obligations under the Agreement because of circumstances beyond your or our reasonable control, including, without limitation, any act of God, natural disasters, accident, equipment failure, system failure, labor dispute, pandemic, the potential violation of any guideline, law, rule, regulation, order or decree of any government authority or an emergency that prevents us from operating normally, or the failure of any third party to provide any

service used in connection with providing services to you under the Agreement.

Without regard to care or lack of care by you or us, you agree that you cannot commence any claim, legal action or proceeding against us regarding your Account or this Agreement unless you do so within one (1) year from the date that the event giving rise to the claim first occurred. This Section will survive closing of your Account and termination of the Agreement.

(d) Assignability. You agree that you may not to sell, assign, or pledge your Account, give a lien or security interest in your Account or otherwise transfer your Account or a portion of your Account to a third party, except with our prior written consent. If you transfer your rights in an Account as set forth above without our written consent, that transfer will not be valid or binding on Bank. Any pledge or grant of security interest in your Account we approve remains subject to any right we have under this Agreement and applicable law. If you request to assign or otherwise transfer ownership of your Account, we may require the Account be closed and a new account opened in the name of the transferee, assignee or pledgee. We may prevent you from withdrawing or transferring funds from your Account if you transfer ownership of your Account.

The Bank may sell or assign its rights and obligations under this Agreement, including your Account, without your consent, including, but not limited to: (i) pursuant to, or in connection with any merger, consolidation or acquisition involving the Bank or its parent company, or the sale or transfer of all or substantially all of the Bank's assets or stock, or (ii) in connection with the sale or other disposition of the Bank's assets or liabilities to which this Agreement or your Account relates. The Bank will use reasonable efforts to notify you of any such sale or assignment if required by applicable law.

(e) Governing Law; Jury Trial Waiver.

(i) *Governing Law.* The Agreement shall be governed by and construed in accordance with federal law and the laws of the state where your Account was opened, without regard to the conflict of law provisions thereof. This is generally the state of the banking office where we opened your Account, but we may transfer your Account to another banking office in the same state or in a different state.

(ii) *Claims and Disputes Not Submitted to Arbitration.* With respect to all claims and disputes that are not submitted to arbitration pursuant to the Arbitration Agreement (Section 23), **YOU AND WE EXPRESSLY AND IRREVOCABLY AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY TO THE EXTENT PERMITTED BY LAW** and you consent to service of process, personal jurisdiction and venue in the state where your Account was opened and waive the right to claim that it is an inconvenient forum. You acknowledge that we would not

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have opened or maintained any Account for you if this waiver of jury trial were not part of the Agreement.

(f) Entire Agreement. The Agreement, including any Schedule and any other document we specifically incorporate herein in writing, constitutes the entire agreement between you and us regarding your Account and supersedes any prior oral or written representations, conditions, warranties, understandings, proposals or agreements regarding your Account.

(g) Monitoring. You understand that supervisory personnel may randomly monitor customer service telephone conversations to ensure that you receive accurate, courteous, and fair treatment. In addition, we may monitor, record and retain telephone conversations, electronic messages and other data transmissions between you and us at any time and without notice, unless applicable law requires otherwise. We will have no liability for doing or failing to do so.

(h) Illegal Activities. You agree to comply with applicable law, including without limitation economic sanctions laws and regulations issued by the Office of Foreign Assets Control of the U.S. Department of the Treasury. You agree not to use your Account for any illegal activity, including unlawful internet gambling or the purchase of goods or services in violation of the law. We may refuse any gambling transaction, whether lawful or not. We may also refuse any transaction that we reasonably believe may involve illegal or suspicious activity. If we suspect that you or anyone else is using your Account for illegal activities, we may close your Account, put a Hold on your Account and any other accounts you have with us or both without notifying you in advance, unless otherwise required by applicable law.

(i) Third Party Beneficiary. Unless otherwise expressly set forth herein, no person will be deemed to be a third party beneficiary under the Agreement.

(j) Survival. The applicable terms of the Agreement continue in effect after we or you close your Account or after this Agreement is terminated.

(k) Severability. If a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provision cannot be so modified, it will be stricken from the Agreement and all other provisions of the Agreement in all other respects will remain valid and enforceable.

(l) Waiver. If we fail to exercise any of our rights under the Agreement, that failure will not waive that right or any other right, and we may still enforce all of our rights in the future.

(m) Conflicts. If the Agreement conflicts with any statements made by one of our employees or agents, the

terms of the Agreement will control. To the extent that terms of this Agreement directly conflict with the terms of any other written agreement between you and us relating to any Accounts or Services provided by us, the specific terms of such other agreement shall control.

(n) Captions and Headings. Captions, headings and subheadings used in the Agreement are only for reference purposes and are not intended to limit the meaning or scope of the terms and conditions of the Agreement.

(o) English Language. English is the controlling language of the Agreement. We may translate the Agreement or any documents or materials related to it into another language for the purposes of convenience. However, if there is a discrepancy between English language materials and materials in another language, the English language version is controlling unless applicable law provides otherwise.

(p) Fiduciary Relationship. Our relationship to you concerning your Account is that of debtor and creditor. No fiduciary, quasi-fiduciary or special relationship exists between you and us.

23. Arbitration Agreement.

(a) Disputes Subject to Arbitration. You and we agree that upon the election of either of us, any dispute relating in any way to your Account or transactions on the Account or otherwise arising under this Agreement (a "Dispute") will be resolved by the dispute resolution procedures described herein, including binding arbitration in accordance with the terms of this Section (the "Arbitration Agreement"). A "Dispute" shall include any dispute, claim or controversy of any kind, whether in contract or in tort, legal or equitable, now existing or hereafter arising, relating in any way to any aspect of this Agreement, your Account, any transactions therein, and your deposit relationship with us. A "Dispute" also includes any disagreement about whether the terms of this Arbitration Agreement are enforceable or valid, the meaning of this Arbitration Agreement, and whether a claim or disagreement is a Dispute subject to binding arbitration hereunder. A "Dispute" does not include our collection of a credit obligation.

(b) How to Resolve a Dispute. If a Dispute cannot be settled through informal discussions or negotiation, the parties agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Consumer Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. If a Dispute cannot be resolved informally or through mediation, you and we agree to submit to binding arbitration as described herein; provided, however, that any party may require that a Dispute be resolved in Small Claims Court if the Dispute and related claims are fully within that court's jurisdiction. Arbitration may be demanded by either party before the institution of the judicial proceeding, or during a judicial proceeding, but not more than 60 days after service of a complaint, third party

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complaint, cross-claim, or any answer thereto, or any amendment to any of such pleadings. Any party who fails or refuses to submit to arbitration following a demand by any other party shall bear all costs and expenses incurred by such other party in compelling arbitration of any Dispute.

(c) Jury Trial and Class Action Waiver. **YOU UNDERSTAND THAT DISPUTES SUBMITTED TO ARBITRATION ARE NOT RESOLVED IN COURT BY A JUDGE OR JURY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, YOU AND WE AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY AND ANY RIGHT TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE BASIS WITH RESPECT TO ANY DISPUTE ARBITRATED PURSUANT TO THIS ARBITRATION AGREEMENT.** No party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or to act in any arbitration in the interest of the general public or in a private attorney general capacity.

(d) Governing Rules. Any arbitration proceeding will be: (i) governed by the Federal Arbitration Act (title 9 of the United States Code), notwithstanding any conflict choice of law provision in any of the documents between the parties; and (ii) conducted by the American Arbitration Association ("AAA") in accordance with the AAA's consumer dispute resolution procedures (the "Rules"). Rules and forms may be obtained from the AAA at adr.org or by calling (800) 778-7879 or such other toll-free support phone number as is posted on the AAA's website from time to time. In any arbitration proceeding, discovery will be permitted in accordance with the Rules. If there is any inconsistency between the terms hereof and the Rules, the terms and procedures set forth herein shall control. Arbitration proceedings hereunder shall be conducted at a location mutually agreeable to the parties, or if they cannot agree, then at a location selected by the AAA in the state of the applicable substantive law primarily governing the Dispute. To the maximum extent practicable, the AAA, the arbitrators and the parties shall take all action required to conclude any arbitration proceedings within 180 days of the filing of the Dispute with the AAA.

(e) No Waiver of Provisional Remedies, Self-Help. This Arbitration Agreement does not limit your or our rights with respect to, and we can each exercise any lawful rights or use other available remedies to do any the following: (i) preserve or obtain possession of property; (ii) exercise self-help remedies including setoff and repossession rights; or (iii) obtain provisional or ancillary remedies such as injunctive relief, garnishment or attachment; whether before, during, or after the pendency of any arbitration proceeding. This paragraph does not constitute a waiver of the right or obligation of any party to submit any Dispute to arbitration hereunder, including those arising from the exercise of the actions detailed in this paragraph; however, the arbitrator will have no right or power to enjoin or restrain any party.

(f) Conflicts; Survival. If more than one agreement for arbitration by or between the parties potentially applies to a Dispute, the arbitration provision in the document that is most directly related to the subject matter of the Dispute shall control. This Arbitration Agreement shall survive the closing of the Account and the termination, amendment, or expiration of the Agreement or any relationship between the parties.

CONTACT US

HTLF Bank Division	Phone	Address	Website
Arizona Bank & Trust, a division of HTLF Bank	877.280.1857	2036 East Camelback Road Phoenix, AZ 85016	ArizBank.com
Bank of Blue Valley, a division of HTLF Bank	877.280.1862	11935 Riley Street Overland Park, KS 66213	BankBV.com
Citywide Banks, a division of HTLF Bank	877.280.1859	1800 Larimer Steet, Suite 100 Denver, CO 80202	CitywideBanks.com
First Bank & Trust, a division of HTLF Bank	877.280.1964	9816 Slide Road Lubbock, TX 79424	FirstBankTexas.com
Illinois Bank & Trust, a division of HTLF Bank	877.280.1853	4571 Guilford Road Rockford, IL 61107	IllinoisBank.com
Minnesota Bank & Trust, a division of HTLF Bank	877.280.1860	7701 France Avenue South, Suite 110 Edina, MN 55435	MNBankandTrust.com
Premier Valley Bank, a division of HTLF Bank	877.280.1863	255 East River Park Circle, Suite 180 Fresno, CA 93720	PremierValleyBank.com
Wisconsin Bank & Trust, a division of HTLF Bank	877.280.1855	119 Junction Road Madison, WI 53717	WisconsinBankandTrust.com