

## SAVINGS/TIME DEPOSIT ACCOUNT AGREEMENT

**General Agreement.** The terms "you" and "your" refer to the depositor (whether **multi-party** or **single-party**) and the terms "we," "us" and "our" refer to the financial institution. You understand the following Account Agreement ("Agreement") governs your account with us along with any other documents applicable to your account, which includes the Truth in Savings Account Disclosure and the Privacy Policy, and where applicable, the Funds Availability Policy and the Electronic Fund Transfer Agreement ("Disclosures"), which are incorporated by reference.

**General Rules.** The following rules apply to your account:

**1. Deposits.** Deposits may be made in person or by mail. We are not responsible for transactions mailed until we actually receive and record them. We may, at our sole discretion, refuse to accept particular instruments as deposits. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account and adjust any interest earned. You are liable to us for the amount of any check you deposit to your account that is returned unpaid. In addition, you are liable to us for all costs and expenses related to the collection of any or all of that amount from you. Funds deposited to your account are available in accordance with the Disclosures.

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**3. Set-offs.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a multi-party account, we may offset funds for the debt of any one of the owners.

**4. Claims.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**5. Expenses.** You agree to be liable to us for any loss, cost or expense that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your account without prior notice to you.

**6. Dormant Accounts.** You understand that if your account is dormant you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account may be escheated (that is, turned over to the state) in accordance with state law.

**7. Multi-Party Accounts, Pay on Death Accounts and Custodial Accounts.** You acknowledge that if your account is set up as a **multi-party** account, pay on death account or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**8. Single-Party Accounts.** If the account is noted as a **single-party** account, at the death of the individual, ownership of the funds remaining in the account will pass to the individual's estate. If the account is noted as a **single-party with pay on death** designation, upon the death of the party, ownership passes to the pay on death beneficiary(ies) and will not be part of the deceased party's estate.

**9. Multi-Party Accounts.** If the account is designated as a **multi-party** account, the parties own the account in proportion to net contributions unless there is clear and convincing evidence of a different intent. If the account is designated as a **multi-party with right of survivorship**, upon the death of one of the parties to the account, ownership passes equally to the surviving party(ies) as his or her separate property and estate. However, if one of the surviving parties is the spouse of the deceased party then the ownership interest of the deceased party passes to the surviving spouse. Upon the death of the last party of a **multi-party**

account, ownership of the proceeds of the account passes over to the deceased party's estate. If the account is designated as a **multi-party without right of survivorship**, upon death of party, the deceased party's ownership interest passes as part of the deceased party's estate. Upon our written notification of death of any person named on the account, we may freeze the account until we have received satisfactory evidence as to the disposition of the account. If the account is designated as a **multi-party with right of survivorship** and pay on death, upon the death of the last surviving party, ownership passes to the pay on death beneficiary(ies) and is not part of the last surviving party's estate. In the case of an account where more than one beneficiary is named on the account, the beneficiaries shall share equally in the funds of the account, and we may pay all of the account funds to any of the beneficiaries.

All deposits of a **multi-party account** are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on the account if ordered to do so by a court of law.

**10. Pay on Death Account.** If this account is noted as a Pay on Death account, you may change the named beneficiary(ies) at any time by a written direction to us.

**11. Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfer to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

**12. Agency (Power of Attorney).** If you wish to name an agent to act as your attorney-in-fact or agent in connection with your account, we may use the form of appointment found on the signature card or some other appropriate form. Agents may make account transactions for parties but have no ownership or rights at death unless named as pay on death beneficiaries. If you have designated that the agent shall continue to have power after your disability/incapacity, the agent's authority survives disability/incapacity. The agent may act for a disabled/incapacitated party until the authority of the agent is terminated. If you have noted that the agent shall not have power after your disability/incapacity, the agent's authority extinguishes upon your disability/incapacity. Death of the sole party or last surviving party terminates the authority of the agent.

**13. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**14. Amendments and Alterations.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**15. Notices.** You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied to us.

**16. Closing Account.** We may close your account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you may be entitled.

**17. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**18. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**19. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

**Provisional Payment.** Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**International ACH Transactions.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**Notice of Receipt.** Under the operating rules of NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**Choice of Law.** We may accept on your behalf payments to your account which have been transmitted through one or more ACH transactions that are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where this account is opened as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.

**20. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**21. Non-Sufficient Funds.** If your account lacks sufficient available funds to pay a preauthorized transfer or other debit activity presented for payment, we may return such item for non-sufficient funds and will charge you a fee as provided in the Disclosures, subject to our Overdraft Policy, if any. We may process debit activity in any order, including from highest dollar amount to lowest dollar amount.

**22. Stop Payments.** If you request us to stop payment on a check you have written or on a preauthorized transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on a preauthorized transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on a preauthorized transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

**23. No Waiver.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

## SAVINGS ACCOUNTS

In addition to the General Rules, your Savings Account will be subject to the following rules:

**1. Payment of Interest.** If this is an interest bearing account, the interest is calculated and paid in accordance with the Disclosures.

**2. Statement or Passbook.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

If your account is a statement account, you will receive a periodic statement indicating activity in your account and interest paid since the prior statement. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. The statements will be mailed to you at the address shown on our records. You must notify us within 30 days after we mail or otherwise make the statement available to you of any

discrepancies. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you did not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**3. Access Limitations.** You understand that we will not allow more preauthorized transfers than the maximum number specified in the Disclosures. A preauthorized transfer is a transfer of funds from this account to make payment to a third party by means of a preauthorized or telephone agreement, order or instruction. Federal regulations require compliance with these restrictions. We may be required to close your account, take away your ability to transfer funds or convert the account to a checking or other transaction account if these restrictions are violated.

**4. Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

## CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS

In addition to the general rules, your Certificate of Deposit/Time Deposit ("Certificate") Account will be subject to the following rules:

**1. Terms.** The term of deposit, interest rate(s) and Annual Percentage Yield ("APY") of your Certificate are specified in the Disclosures provided to you at the time of opening the Certificate.

**2. Payment on Maturity.** Your Certificate is payable on the maturity date noted in your Disclosures. If this is a joint account, payment is subject to the terms discussed in the Multi-Party Account provisions of this Agreement.

**3. Interest.** The Certificate bears interest at the rate and basis as set forth in the Disclosures. Interest will not be compounded unless noted in the Disclosures; and will be paid according to the payment frequency set forth, and in the manner indicated, in the Disclosures. Withdrawal of interest prior to maturity will affect the APY. For any renewal of a Certificate, interest will be paid at the rate then in effect at this financial institution for similar accounts, and any such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Refer to the Disclosures for information regarding post maturity interest.

**4. Transferability.** No right in, or title to, the Certificate is transferable, except on the books of this financial institution.

**5. Withdrawal Prior to Maturity.** You have contracted to keep the funds evidenced by the Certificate on deposit from the issue date until the maturity date of the Certificate's term. Acceptance of a request by you for withdrawal of some or all of the funds prior to the maturity date is at our discretion, or as referenced in the Withdrawals and Additional Deposits during Term provision of the Agreement.

**6. Early Withdrawal Penalty.** If we allow a withdrawal, either partial or in whole, prior to the maturity date, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth in the Disclosures.

**7. Automatic Renewal.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. If the deposit is withdrawn during the grace period as set forth in the Disclosures, we will not charge an early withdrawal penalty.

**8. Single Maturity.** Single Maturity Certificates are not automatically renewable and mature on the stated maturity date of the term as set forth in the Disclosures.

**9. Withdrawals and Additional Deposits during Term.** No withdrawals or additional deposits will be allowed during the term of the Certificate unless allowed by the product, as set forth in the Disclosures.

**10. Callable Time Deposit.** If your Certificate has a "call" feature, we may redeem the Certificate prior to the stated maturity date as set forth in the Disclosures.

**11. Bump Up Time Deposit.** If your Certificate has a "bump up" feature, you may bump up the interest rate on your Certificate prior to the stated maturity date, as set forth in the Disclosures.

**12. Step Rate Time Deposit.** If your Certificate has a "step rate" feature, there are two or more interest rates that will take effect for the specified time periods as set forth in the Disclosures.

**13. Tiered Balance Time Deposit.** If your Certificate has a "tiered balance" feature, there is an identified interest rate and APY, or range of APYs, applicable to specified portions of the Certificate's balance, as set forth in the Disclosures.