

# Deposit Account Disclosures - Business Products

## TABLE OF CONTENTS

<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	1
Important Information About Procedures for Opening a New Account.....	1
Agreement.....	1
Glossary of Terms - Business Products .....	1
Liability .....	2
Deposits .....	2
Withdrawals.....	2
Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees .....	2
Business, Organization and Association Accounts .....	3
Joint or Co-Owned Business Account.....	3
Rights to Business Organization Accounts .....	3
Stop Payments .....	3
Telephone Transfers.....	4
Amendments and Termination .....	4
Correction of Clerical Errors.....	4
Notices .....	4
Statements .....	4
Account Transfer .....	4
Reimbursement of Federal Benefit Payments .....	4
Temporary Account Agreement .....	4
Overdraft Protection Agreement.....	4
Setoff.....	4
Restrictive Legends or Indorsements.....	4
Stale-Dated Checks .....	4
Check Processing .....	4
Check Cashing.....	5
Truncation, Substitute Checks, and Other Check Images .....	5
Facsimile Signatures .....	5
Remotely Created Checks .....	5
Unlawful Internet Gambling Notice.....	5
Changes in Name and Contact Information .....	5
Waiver of Notices .....	5
Funds Transfers .....	5
Pledges .....	6
Power of Attorney.....	6
FDIC Insurance .....	6
Indorsements .....	6
Death or Incompetence.....	6
Fiduciary Accounts .....	6
Cash Transaction Reporting.....	6
Backup Withholding/TIN Certification.....	6
Credit Verification .....	6
Changing Account Products.....	6
Transactions by Mail .....	6
Legal Actions Affecting Your Account .....	7
Account Security .....	7
Instructions From You .....	7
Monitoring and Recording Telephone Calls and Account Communications .....	7
Claim of Loss .....	7
Early Withdrawal Penalties .....	7
Resolving Account Disputes.....	7
Regulatory Classification of Checking Accounts .....	7
International ACH Transactions.....	7
<b>BUSINESS ACCOUNTS</b> .....	7
<b>CERTIFICATES OF DEPOSIT</b> .....	8
<b>BUSINESS DEBIT CARD AGREEMENT</b> .....	8
<b>FUNDS AVAILABILITY</b> .....	10

## TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

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

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

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

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

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

**GLOSSARY OF TERMS - Business Products:**

**ANNUAL PERCENTAGE YIELD (APY):** The amount of interest paid to you by the bank on your account during the year.

**AUTOMATED CLEARING HOUSE (ACH):** Electronic file transfer of funds from one financial institution to another.

**AVERAGE LEDGER BALANCE:** Calculated by adding the balance in the account for each day of the statement period and dividing that figure by the number of days in the period.

**AVERAGE RELATIONSHIP BALANCE:** The average balance of the account owner's primary accounts within the owner's customer record. If any single account within the customer record meets the balance requirement during the analysis then no aggregation is needed. If not, then the accounts are aggregated to determine if the balance requirement can be met by totaling the ledger balance for the month and dividing by the number of accounts.

**BASE FEE IN SERVICE CHARGE:** Monthly maintenance fee assessed to your deposit account.

**BUSINESS ORGANIZATION:** A corporation, unincorporated association, limited liability company, partnership, and any other business, government, or nonprofit organization. We may rely on the accuracy and completeness of all resolutions, signature cards, and other documents you deliver to us in connection with the account.

**COMBINED BALANCE:** The total funds you have in all of your eligible linked deposit accounts, such as savings, checking and CDs. For some checking accounts, the combined balance determines whether the monthly service charge can be avoided.

**DEBIT CARD:** A plastic card that deducts money from a designated account to pay for goods or services. It can be used anywhere Visa® cards are accepted and no interest is charged. It can also be used at ATMs to withdraw cash.

**DEPOSITED ITEM RETURNED:** When a check or other item that we either cashed for you or accepted for deposit to your account is returned to us unpaid.

**EARNINGS ALLOWANCE:** A bank calculation on funds available that can be used to lower or offset service charges on your analyzed account.

**eSTATEMENT:** An electronic version of your statement provided via the Internet. eStatements are available to Digital Banking customers and may be provided daily, weekly, monthly or quarterly depending on your statement cycle date. Must maintain an active digital banking account to receive eStatements.

**FUNDS TRANSFER:** The movement of funds from one account to another.

**INSUFFICIENT FUNDS:** When you do not have enough funds in your account to cover an item. The item is declined as insufficient funds and returned unpaid.

**INTEREST RATE:** The percentage of interest paid on an interest-bearing account, such as savings, CDs and some checking accounts.

**ITEM:** Any check, ACH, withdrawal, debit card purchase, funds transfer, fee, charge, or other amount that is added to or subtracted from your account.

**MINIMUM LEDGER BALANCE:** The lowest end-of-day balance in an account during a statement cycle; a certain minimum daily balance is often required with interest-bearing accounts to avoid a monthly maintenance fee.

**OFFSET:** A consideration or amount that reduces the balances owed.

**OVERDRAFT:** An overdraft occurs when you do not have enough available funds in your account to cover an item. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. For example, we may not pay overdrafts if your checking account is not in good standing (that is, not closed, canceled, blocked, suspended or otherwise inactive and not available for use; or you have too many overdrafts).

If we do not authorize and pay a transaction that could overdraw your checking account, your transaction will be declined or returned.

**OVERDRAFT PROTECTION:** The linking of your eligible WTB checking account to another WTB account (checking, savings, or money market, or a qualifying line of credit) to automatically transfer available funds to cover purchases and prevent returned checks and declined items when you don't have enough money in your checking account.

**PRIOR MONTH'S COMBINED MINIMUM LEDGER:** is the combined balances based on the prior month's lowest daily balance of the account during the 30-day statement period.

**REFUND:** A payment of a sum of money back to your account.

**RELATIONSHIP ANALYSIS:** a banking system tool that tracks and analyzes a number of chargeable services, including calculations, volume counts, and fees, and compares it against the customer's entire banking relationship.

**SERVICE CHARGE:** Assessed to your deposit account for a service or product. Can be monthly, quarterly, annually, periodic or a one-time charge.

**STATEMENT CYCLE:** Generally a thirty or thirty-one day period.

**SWEEP TRANSFER SETUPS:** A preauthorized setup that allows the transfer of funds between accounts you designated after the day's transactions and the pre-defined criteria for the transfer have been considered.

**TIERED RATE STRUCTURE:** A tiered-rate account is a checking or savings account that pays interest in increasingly higher amounts as the account balance increases.

**WAIVED:** When a service charge or fee is not charged to your account.

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

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

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

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

#### **WITHDRAWALS -**

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

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

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

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

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

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

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

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

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

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

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in

your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

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

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

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

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

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

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

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

**Important information regarding "decoupled" cards** - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

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

**Funds availability** - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees

or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

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

Note that items may not be processed in the order they are received.

Our policy is to process debit card and ATM transactions first, by date and time sequence (date and time sequence refer to the date and time of purchased authorization at the merchant) on the day they are processed. We process ACH second, in ascending order amount (smallest to largest) on the day they are processed. We process checks third, in numerical order (by check number) on the day they are processed.

If one or more checks, items, or transactions are presented without sufficient funds in your account to pay it, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy, which may result in one or more overdraft or NSF fees. We will not charge you a fee for paying an overdraft of an ATM or one-time (sometimes referred to as "everyday") debit card transaction if this is a consumer account and you have not opted-in to that service. The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and one-time debit card transactions, if applicable. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

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

**JOINT OR CO-OWNED BUSINESS ACCOUNT** - This section shall apply when an account or certificate is owned by more than one business organization as co-owners of the funds in the account or certificate. The co-owners are solely responsible for determination of their ownership of funds in the account. We may perform withdrawals and any other transactions at the request of the account signers without regard to ownership of the funds. Each co-owner agrees that we will not be liable for any losses due to a co-owner's failure to notify us of changes in the relationship among the co-owners. You, as co-owners, agree jointly and severally to indemnify us and to hold us harmless from any claim or liability as a result of the unauthorized acts of any co-owner or any signer on the account upon which we will rely. Each co-owner is jointly and severally liable for all obligations under these terms and conditions. This means that each co-owner is fully obligated under the terms and conditions including liability for overdrafts, debit balances, and charges, irrespective of which co-owner created the overdraft, deposited or cashed the item, or benefited from the transaction. If any co-owner is indebted to us, we may enforce our rights against any and all funds in the account, regardless of the source of funds deposited into the account.

**RIGHTS TO BUSINESS ORGANIZATION ACCOUNTS** - If our records list a business organization as the owner of an account, the account is payable to the business organization and not to any individual owner, director, officer, shareholder, manager, member, partner or agent.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must

receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by automation. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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

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

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

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. For such changes, we will give you reasonable notice in writing or by any other method permitted by law. We will provide reasonable account closure notice of seven business days and tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

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

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

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

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

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

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

**Your duty to report other errors or problems** - In addition to your duty to review your statements for unauthorized signatures and alterations, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on

the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

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

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

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

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

#### **OVERDRAFT PROTECTION AGREEMENT**

**Overdraft Protection:** To request Overdraft Protection, you must specify one or more checking accounts to be protected by the service, and specify one or more funding accounts. The funding account may be a checking, savings, or money market account, or a qualifying line of credit. Personal checking accounts may only be protected by personal funding accounts, and business checking accounts may only be protected by business funding accounts. Any person who is an authorized signer on both the protected checking account and the funding account may request the service without consent of other signers. Overdraft Protection will become effective within a reasonable time after the bank receives and approves the request.

**Activation:** If an account with Overdraft Protection is overdrawn, available funds will automatically be transferred from the funding account to the protected account in increments of \$10.00, or as much as is available, to pay the overdraft amount. If the account selected for overdraft protection coverage has insufficient funds to cover the overdraft transfer, all available funds in that account will be transferred and you may be charged a fee for the paid overdraft or returned item(s). Transfers and charges will appear on the periodic statements for each applicable account.

**Termination of Overdraft Protection:** Any authorized signer on the checking, savings or money market account used as the funding account, or any borrower on a credit card or line of credit account used as the funding account, may cancel Overdraft Protection in person or in writing. Cancellation will be effective within a reasonable time after the bank receives the request.

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

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

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

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

**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any

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

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

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

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

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

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

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

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

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

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer.

However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if

any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds Transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized Account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of Your Payment Order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff Time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

The deadline to submit a same-day fedwire funds transfer differs from our standard branch banking hours. Please call Priority Service at 800.788.4578 for these deadlines.

**Payment of Your Order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security Procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to Report Unauthorized or Erroneous Payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts.

The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.

**Identifying Number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of Oral or Telephone Orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of Credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional Credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional

until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of Credit** - You agree that if we do not receive payment of an amount credited to your account, you are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of Funds Transfer Agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or Amendment of Payment Order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on Liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous Execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to Payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**PLEDGES** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective. For example, if an account has two owners and one of the owners pledges the account (i.e., uses it to secure a debt) and then dies, (1) the surviving owner's rights in this account do not take effect until the debt has been satisfied, and (2) the debt may be satisfied with the funds in this account.

**POWER OF ATTORNEY** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power.

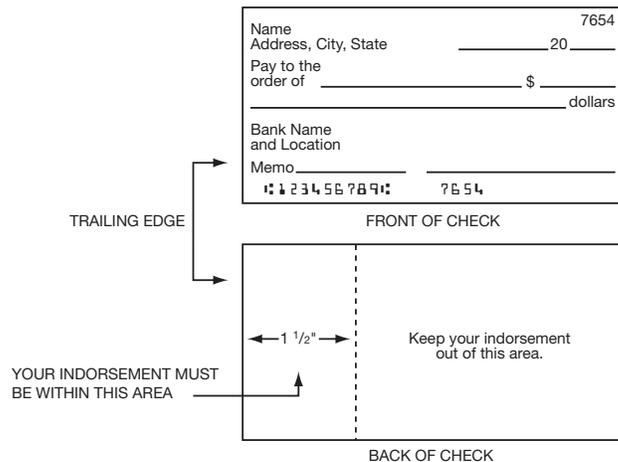
If the power of attorney is not "durable," it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

**FDIC INSURANCE** - Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different "ownership." An individual account is one unique form of "ownership"; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to \$250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to \$250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at [www.fdic.gov](http://www.fdic.gov) and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

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

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

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



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

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

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

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, the U.S. Treasury Financial Crimes Enforcement Network (FinCEN) maintains a frequently asked questions (FAQ) document online. The FAQ also includes additional information for contacting FinCEN.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts.

This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.)

We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

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

**CHANGING ACCOUNT PRODUCTS** - We may change your account to another product offered by us at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

**TRANSACTIONS BY MAIL** - You may deposit checks or drafts by mail. You should indorse the item being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the item is credited to the correct account. You should use the pre-encoded deposit slips found in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we may return the item to you. Receipts for

such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

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

#### **ACCOUNT SECURITY**

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

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card, point-of-sale card and/or PIN) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. Checks and electronic withdrawals are processed by automated methods, and anyone who obtains your account number or access device could use it to withdraw money from your account, with or without your permission.

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

**Account Numbers** - Thieves can encode your account number on a check which looks and functions like an authorized check and can be used to withdraw money from your account. Your account number can also be used to issue a "remotely created check." Like a typical check, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a draft or check that can be used to withdraw money from your account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). If you have truly authorized the remotely created check (to purchase a service or merchandise, for example), it is properly payable. But it can be risky to authorize a remotely created check. A swindler could issue a remotely created check in an amount greater than you authorized, or issue additional remotely created checks that you have not authorized. We will not know if the withdrawal is unauthorized or in an amount greater than the amount you have authorized. Payment can be made from your account even though you did not contact us directly and order the payment.

**Access Devices** - If you furnish your access device and grant actual authority to make transfers to someone who then exceeds that authority, you will be liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Please review the additional information you have received or will receive regarding transfers by access device.

**Blank Checks** - You must also take precaution in safeguarding your blank checks. Notify us at once if you think your blank checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself, or share the loss with us if we failed to use ordinary care which substantially contributes to the loss.

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

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

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

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

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

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

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

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

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

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

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

---

## **Business Accounts**

### **BUSINESS CHECKING ACCOUNT INFORMATION**

#### **Balance Computation Method for Determination of Fees**

**Average Ledger Balance** - is calculated by adding the balance in the account for each day of the statement period and dividing that figure by the number of days in the period.

**Collected Balance** - is the balance in the account at the end of the day as shown on our records of the Bank, calculated by adding the deposits to and subtracting the withdrawals and any collectable float from the beginning balance of the day.

**Ledger Balance** - is the balance in the account at the end of the day as shown on our records of the Bank, calculated by adding the deposits to and subtracting the withdrawals from the beginning balance of the day.

**Minimum Ledger Balance** - the lowest end-of-day balance in an account during a statement cycle; a certain minimum daily balance is often required with interest-bearing accounts to avoid a monthly maintenance fee.

**Prior Month's Combined Minimum Ledger Balance** - is the combined balances based on the prior month's lowest daily balance of the account during the 30-day statement period.

For any Washington Trust Bank Deposit Account described in this document that is an interest-earning account, the following terms and conditions apply:

#### **BUSINESS CHECKING - INTEREST BEARING ACCOUNTS GENERAL DESCRIPTIONS**

Your funds are readily available and earn interest compounded monthly on collected balances. Interest will be accrued through the last day of the weekend, but only paid through the last day of the month.

**Rate Information** - The interest rate and annual percentage yield on your account may change at any time. Please refer to the specific account for more information on how an interest rate is set for that account. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

#### **Statement Options**

The owner of a Business Checking account with our Digital Banking access may choose to receive a monthly statement through our Digital Banking service or be mailed a paper statement. If online statements are preferred, the customer will sign up through our Digital Banking service.

**Additional information:** Please refer to the Business Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined for checking accounts.

#### **BUSINESS SAVINGS AND MONEY MARKET ACCOUNT GENERAL DESCRIPTIONS**

Your funds are readily available and earn interest compounded monthly on collected balances. Interest will be accrued through the last day of the weekend, but only paid through the last day of the month.

**Rate Information** - The interest rate and annual percentage yield on your account may change at any time. Please refer to the specific account for more information on how an interest rate is set for that account. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

#### **Statement Options**

The owner of a business savings account may choose to receive a separate statement quarterly, or may receive a monthly online statement at no charge or be mailed a statement by adding the business savings account to a Washington Trust Bank checking account statement.

The owner of a business money market account can add the money market account to a Washington Trust Bank checking account statement or receive a separate monthly statement.

The owner can receive the statements through Digital Banking or be mailed a paper statement. If online statements are preferred, the customer will sign up through our Digital Banking service.

**Additional information:** Please refer to the Business Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined for savings and money market accounts.

## **Certificates of Deposit**

### **TERMS AND CONDITIONS FOR CERTIFICATES OF DEPOSIT**

Certificates of deposit are available for various terms with a fixed or variable rate of interest. Rates paid on these accounts vary based on the balance and term of the account.

You will receive a certificate receipt and disclosure with the specific terms and conditions of your account.

**Annual percentage yield requirement:** To obtain the annual percentage yield (APY), the minimum balance requirement must be maintained. The annual percentage yield assumes principal and interest remain on deposit until maturity. A withdrawal will reduce earnings and the annual percentage yield.

**Balance computation method:** Interest will accrue on a 365-day basis and will be calculated using the daily compound method. This method applies a daily periodic rate to the balance in the account each day. Information about current rates and annual percentage yields is available from any Washington Trust Bank branch.

**Accrual of interest from non-cash deposits:** Interest will begin to accrue no later than the business day that the bank receives credit for the deposit of non-cash items (a check is a non-cash item). Items drawn on other banks begin to accrue interest when Washington Trust Bank receives credit for these items. The balance on which interest accrues is called "collected balance."

**Compounding and interest crediting:** Interest will be compounded daily and the customer may choose to have interest credited to the CD monthly, quarterly, semi-annually or annually; or customer may choose to have interest paid to them monthly, quarterly, semi-annually or annually by check, or by automatic transfer to a Washington Trust Bank checking, savings or money market account. Paid interest may also be sent (via ACH) to the customer's deposit account at another financial institution (with proper routing, transit and account verification). If customer does not make a selection, interest will be credited to the account annually or, for CDs under

one year, at maturity. All interest credited to the account will be reported to the Internal Revenue Service for the year in which it is paid. (See Renewal Policy for information on withdrawing interest during the term of the CD.)

**Transaction limits:** The Bank may permit the withdrawal of principal before the maturity date of a CD. However, a penalty will be imposed (see Early Withdrawal Penalty section), except for withdrawals during a certificate's grace period.

#### **Early withdrawal penalty:**

Unless designated otherwise, if the certificate is withdrawn before maturity, except in the case of death, disability, or incompetence of any owner, the depositor forfeits the amount withdrawn according to the following schedules: (Note: A Certificate held under an Individual Retirement Account plan will not be subject to an early withdrawal penalty on a normal distribution if the owner is 59 1/2 or older, unless withdrawn within the first six (6) days after deposit).

- Maturity periods between 7 and 31 days: Forfeit the equivalent of the greatest of: a) all interest earned; b) all interest that could have been earned during a period equal to 1/2 of the maturity period; or c) seven (7) days of interest.
- Maturity periods between 32 days and one year: Forfeit three months' interest.
- Maturity periods more than one year, unless otherwise noted: Forfeit six months' interest.
- Regardless of the certificate term, the bank is required to charge a minimum of seven (7) days interest on amounts withdrawn within the first six (6) days after deposit.
- The early withdrawal penalty will be charged to IRA customers who are under 59 1/2 and taking distributions prematurely, or any customer (regardless of age) transferring the funds outside of Washington Trust Bank after the grace period.

An early withdrawal penalty will be calculated on the current balance of the CD, and may include the available accrued interest.

Accrued interest may be withdrawn from the account without penalty during the specified grace period.

#### **Renewal policy:**

The account will renew automatically, unless designated otherwise, for successive terms equal to the original term unless the Bank gives notice prior to any maturity date that it will not renew, or if the Certificate of Deposit is redeemed by the owner within the grace period. There is a grace period of ten (10) calendar days after the maturity date during which funds may be withdrawn without penalty. (One-day grace period for accounts with terms 59 days or less). Note: The new rate will become effective on the date that it is renewed within the 10-day grace period. The current annual percentage yield for the new term may be affected depending on the day and rate when renegotiated during the grace period. If the account is allowed to renew automatically, all interest paid into the account becomes part of the principal on the renewal date and, unless designated otherwise, is not available for withdrawal during the new term without penalty. The rate of interest at renewal will be the rate applicable to the same type of Certificate of Deposit. If the CD is non-renewable, no interest will be earned after the maturity date. Funds withdrawn during the grace period will not accrue interest.

#### **Notices:**

Any notice of payments of principal or interest will be mailed to the Registered Owner's last address shown on the records of the Bank. Any change of address or other correspondence concerning a CD must be delivered personally to a branch or mailed to Washington Trust Bank, Attention: Deposit Services, P.O. Box 2127, Spokane, WA 99210.

**Note:** The time deposit is subject to all present and future applicable rules and regulations issued by government agencies and the rules and regulations governing accounts at Washington Trust Bank.

**Additional information:** Please refer to the Business Banking Account Service Fee and Charges and the individual product disclosures for any fees that may apply, balance requirements, or conditions outlined certificate of deposit accounts.

## **Business Debit Card Agreement**

**Washington Trust Bank Business Debit Cards**  
VISA® Business Debit Card Agreement

### **TERMS AND CONDITIONS**

#### **Introduction**

This VISA® Business Debit Card Agreement ("Agreement"), as it pertains to the Washington Trust Bank Business Debit Card, contains contract terms and other important information relating to your VISA® Business Debit Card ("Card"). These terms govern the operation of this account unless varied or supplemented in writing. This Agreement also incorporates any other terms and conditions provided separately with your account agreement as well as the terms of any disclosures you may have received. You should read this Agreement carefully and keep a copy for your records.

#### **Applicable Law**

This Agreement will be governed by the laws of the state in which your account is located as well as federal laws and regulations. Normal banking customs and practices also apply.

#### **Definitions**

Unless inconsistent, words and phrases used in this document shall be construed so that the singular includes the plural and the plural includes the singular. The words "we," "our," and "us" refer to the financial institution which issues the Card.

The words "you" and "your" refer to the owner of the specific account for which Card transactions are permitted. The word "Cardholder" refers to any person authorized by you to use the Card.

#### Business Card Purpose

You and any Cardholder agree that this Card is for use by business owners and employees. The Card can be used for business purpose point-of-sale and Automated Teller Machine (ATM) transactions only. The Card may not be used for personal purposes. You acknowledge and understand that the Card shall not be treated as a consumer card under the provisions of state and federal law. You agree to inform all Cardholders that the Card shall not be used for consumer purposes. We assume all transactions are for business purposes.

We do not monitor transactions to determine their purpose.

#### Account Requirement, Payment Responsibility, Transferability, Enforceability

The services described in this Agreement will be available to you only as long as you maintain a business checking account with us. You are liable for the payment of Card transactions authorized by you or your agent or any Cardholder or their agent. This account may not be transferred or assigned without our written consent.

If any terms of this Agreement cannot be legally enforced, it will be considered changed to the extent necessary to comply with applicable laws. If any part of this Agreement becomes unenforceable, it will not make any other part unenforceable.

#### How to Use the Business Card, Security Procedures

The Card allows Cardholders to directly access the business checking account specified in your Card Application. We will issue Cards and codes to you at your request. Each Card will identify your business as well as the Cardholder. You agree to the following security procedures. Each Cardholder must sign their Card before it may be used. You agree to require both a Card and a code to be used together to obtain cash at designated ATMs. However, you may use your Card to purchase goods or pay for services without a code.

Once a Card has been issued it cannot be transferred to another person. You agree to immediately notify us when you terminate a Cardholder's rights and to promptly return the Card to us. You agree to inform all Cardholders about the importance of protecting the Card and code. You agree to examine your receipts and periodic statements in a timely manner. You agree that the dollar/frequency limits assigned to each Cardholder will also act as a security procedure.

#### Card Status Information

Inactive Cards: If you do not activate your card within 60 days of receiving it your card could be automatically closed. If you have not used your card in more than 180 days your card will be placed in an inactive status and could be closed due to inactivity.

#### Termination and Amendments

- We may terminate this Agreement by written notice to you.
- You may terminate this Agreement by written notice to us.

We may make amendments to this Agreement in the same method as provided in the terms and conditions provided in your account agreement. Use of your Card after receipt of notice of an amendment constitutes your acceptance of the change.

#### Notices

Any notices mailed to you under this Agreement will be mailed to the address we have for you in our records. You will keep us notified of your current mailing address.

#### Order of Posting

Posting order will be determined by the type of transaction. With a few exceptions, the Bank will pay transactions in the following order: 1) Debit Card and ATM transactions by date and time sequence; 2) ACH (automatic withdrawal) in ascending amount order (smallest to largest); and 3) checks in check number order. Date and time sequence refers to the date and time of purchase authorization at merchant, or ATM transaction date.

#### Stop Payment

You cannot place stop payments on Business Debit Card transactions.

### TYPES OF TRANSACTIONS

Below are the types of transactions your Card will accommodate:

- Purchases from merchants or any other locations accepting VISA cards.
- ATMs - cash withdrawals
  - funds transfers between authorized accounts
  - balance inquiries
  - deposits (available only upon request or with the Small Business Debit Card)
- Cash advances at participating financial institutions.
- Point-of-Sale Purchases

#### Limitations on Transactions

For security reasons, there are limitations on the amount of cash withdrawals and dollar amount of purchases that you may perform using your Business Debit Card during a 24-hour period.

**Transaction Dollar Limits - Using your card, the following daily limits apply:**

Card Type	ATM Withdrawals	Point-of-Sale Transactions
Small Business Debit Card	\$500	\$5,000
Business Debit Card	\$500	\$5,000

\*Note: Individual ATMs may also limit the dollar amount of withdrawals.

Daily limits are further subject to the available funds in your account. In addition, for security reasons, there may be times we impose other limitations on withdrawals.

#### Insufficient Funds

If the account accessed does not have sufficient available funds, we may, at our discretion, reject or accept the transaction you have selected. If we honor such a transaction, you agree to pay, on demand, the required amount to cover the insufficiency.

#### Currency Conversion and International Transactions

When you use your Debit Card at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. We pass this international transaction fee on to you. An international transaction is a transaction where the issuer of the card used is not located in the transaction country. This means an international transaction can occur even though the transaction is made when you are not in a foreign country. For example, a transaction made online with a foreign merchant is an international transaction even though made while you are physically in the United States.

#### Advisory Against Illegal Use

You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located.

#### Non-Visa Debit Transaction Processing

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

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

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

#### Visa Account Updater Notice of Right to Opt Out

Your Visa® Business Debit Card will be automatically enrolled in the free Visa® Account Updater (VAU) service. With VAU, your account files will be updated when information changes because of a product upgrade, card expiration, loss or theft, account closure or other changes. A participating merchant can access that updated card information before requesting a payment. Since not all merchants participate, you should also contact the merchants directly if your card information changes. You are entitled to opt out of this service. You may opt out at any time.

If you want to opt out, contact Priority Service at 800.788.4578. You must include your name and card number. If you opt out, you may opt back in if you decide you want the Visa Account Updater service in the future. You may opt in the same way(s) that you can opt out.

### FEES

#### ATM Operator/Network Fees

When you use an ATM not owned by us, or part of the MoneyPass ATM network you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer.

### DOCUMENTATION

#### Terminal Transfers

You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal.

#### Retain Copies for Your Records

You should retain copies of all records including receipts, credit slips (for returned merchandise), and cancellation numbers (for cancelled reservations). You should also mark each transaction in your account record (but not while at a terminal). You should review your periodic statement for accuracy and compare your account record against your periodic statement to reconcile balances.

#### Periodic Statements

You will get a monthly account statement from us for your checking account that will also include a record of transactions made using your Card.

#### LIMITATIONS ON OUR LIABILITY

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.

There may be other limitations on our liability.

## UNAUTHORIZED TRANSFERS

### Additional Risk Associated with Use of Business Purpose Cards

You will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of your Card. This means your liability for the unauthorized use of your Card could be greater than the liability in a consumer debit card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in this Agreement.

### Your Liability for Unauthorized Transfers

You are liable for Card transactions you do not authorize if we can prove that we processed the transaction in good faith and in compliance with a commercially reasonable security procedure to which we both agreed, unless otherwise required by law.

Tell us AT ONCE if you believe your Card and/or code has been lost or stolen. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If your Card and/or code is lost, stolen, or used without your permission, you agree to notify us immediately and to promptly confirm such notice in writing. Your liability for transactions with your Card and/or code will continue until 2 business days after the day we receive such written notice. If you do not notify us within 60 days from when the periodic statement containing an unauthorized transaction was first mailed or made available to you, we will be entitled to treat the information in the periodic statement as correct, and you will be precluded from asserting otherwise.

### Additional Limit on Liability

Unless you have been negligent or have engaged in fraud, you will not be liable for any transactions using your lost or stolen Card if you report the unauthorized transfer within 60 days of the mailing date of the first statement showing the unauthorized transfer. Unauthorized transfers do not include: 1) any transaction by a business co-owner, a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the account; or 2) any transaction by a cardholder that exceeds the authority given by the Visa Business Debit Card account owner. This additional limit on liability does not apply to ATM transactions outside of the U.S. or to transactions using your Personal Identification Number which are not processed by VISA®.

### Contact in Event of Unauthorized Transfer

If you believe your Card and/or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write us at the telephone number or address listed in this document.

### Consequential Damages

We will not be liable for any consequential or incidental damages resulting from the unauthorized use of your Card.

## ERROR RESOLUTION

You agree to examine your receipts and periodic statements using ordinary care and to report any errors or problems to us within a reasonable time. You agree that the time to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 60 days from when the statement containing the error or problem was first mailed or made available to you. If you do not report within 60 days, we will be entitled to treat such information as correct and you will be precluded from asserting otherwise. You further agree that if you fail to report to us within 14 days from when the statement was first mailed or made available to you that we will not be required to pay interest on any refund to which you may be entitled. We will only recredit your account for errors or problems as required by law.

Call or write us immediately with errors or questions about your electronic transfers at the telephone number or address listed in this document. If you tell us orally, we may require your complaint or question in writing within 14 business days.

For transactions processed by Visa, we will determine whether an error occurred within 5 business days after we hear from you and will correct any error promptly. If we need more time, however, we will credit your account within 5 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. For transactions not processed by Visa, we will investigate the matter and notify you of the results within a reasonable amount of time. The exact time will depend on the specific circumstances of the error or problem.

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

### WASHINGTON TRUST BANK

#### PRIORITY SERVICE

P.O. BOX 2127

SPOKANE, WASHINGTON 99210

Business Days: Monday through Friday

Excluding Federal Holidays

Phone: 800.788.4578; After hours: 800.788.4578

To report a lost or stolen ATM card or debit card after hours, weekends or holidays, please call 800.788.4578.

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST.

## NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions before visiting the ATM (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM Card to anyone.
5. Remember, do not leave your Card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your Card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your Card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## FUNDS AVAILABILITY

This policy statement applies to all deposit accounts.

Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and we will use the funds to pay checks that you have written or debits you have authorized.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and Federal holidays. When deposits are made directly to an employee at a branch on a business day, that day will be considered the day of your deposit. Deposits received at a Washington Trust Bank ATM after 12:00 noon on a banking day will be considered received at the opening of the next business day.

### Funds Availability for Mobile Deposit

You agree that Electronic Images submitted through the Bank's Mobile Deposit from your mobile device are not subject to the funds availability requirements of the Federal Reserve Board's Regulation CC. Our policy is generally to make funds from your Mobile Deposit available to you on the first Business Day after the day we receive your deposit. Funds that are deposited using Mobile Deposit will not be deemed "received" by us until we have received, reviewed, and processed an Electronic Image that meets all of the requirements for deposits (including all requirements to create a Substitute Check) stated in the Washington Trust Bank Terms and Conditions and any additional documentation. Once the funds are available, you can withdraw the funds in cash and we will use the funds to pay items and transactions drawn on your account.

For determining the availability of your deposits, every day is a Business Day, except Saturday, Sunday, and Federal holidays. **If you make a deposit via Mobile Deposit after the cut-off time of 8:00 PM PT on a Business Day, or on any day that is not a Business Day, we will consider such deposit made on the next Business Day.**

## **Longer Delays May Apply**

### **Case-by-case delays**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

### **Safeguard exceptions**

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

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

### **Special Rules For New Accounts**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

---

## Business Banking Account Service Fees & Charges Common Features

<b>ATM/Visa Debit Card</b>	<b>Deposited Item Returned</b>
Card or PIN Replacement (Expedited Shipping).....Varies by delivery method WTB ATM Withdrawal ..... No charge MoneyPass Affiliated ATM ..... No charge Non-WTB ATM Withdrawal..... \$2.50 per cash withdrawal/transfer (where applicable)	Deposited Item Returned ..... No charge Special Return Handling ..... \$10 per month minimum
<b>Bank Draft (Foreign)</b>	<b>Dormant Account</b>
Bank Draft (Foreign).....Varies  These fees are based on services provided by a correspondent bank and vary by the type of draft ordered. Please contact your branch or Priority Service for more details.	Dormant Account ..... \$6 per month  Imposed on accounts with no customer-initiated activity (deposits, withdrawals, transfers) within the past 30 consecutive months.
<b>Cashiers Checks</b>	<b>Expedited Online Bill Payment</b>
WTB Customer ..... No charge Non-Customer.....\$6	Expedited Online Bill Payment.....Varies by delivery method  Pricing presented when using WTB Online or by calling 800.788.4578.
<b>Check Cashing</b>	<b>Extensive Account Research or Statement Reconciliation</b>
Non-Customer.....\$6 Federal or State Government Check .....\$6	Extensive Account Research or Statement Reconciliation ..... \$50/hr. 1 hr. minimum plus \$1 per photocopy
<b>Check Order Delivery Services</b>	<b>Garnishments/Levies</b>
Check Order Delivery Services .....Varies  The delivery fee varies depending on the type of service provided, whether orders are placed online, from a phone banker, or at a banking location, and what type of delivery method is chosen.	Garnishments/Levies ..... \$75 unless limited by state law
<b>Check Printing Charges</b>	<b>Image with Statement</b>
Check Printing Charges .....Varies with style ordered	Image with Statement Fee ..... No charge
<b>Coin</b>	<b>Interest on Overdrafts &amp; Negative Collected Funds</b>
Deposited.....\$4.20 per bag  If the amount of coin within the bag exceeds \$500, a charge for two bags may be assessed.  Purchased.....\$0.05 per roll	Interest on Overdrafts & Negative Collected Funds..... WTB index rate plus 4%
<b>Collections (Domestic &amp; Foreign)</b>	<b>Money Orders</b>
Collections .....Pass thru fee with \$25 minimum  WTB facilitates payments for a non-check drawn on a U.S. bank (domestic) or for a check drawn on a non-U.S. bank (foreign).	WTB Customer ..... No charge Non-Customer ..... \$6
<b>Currency</b>	<b>Night Depository</b>
Deposited.....\$0.90 per \$1,000 Purchased.....\$0.50 per \$1,000	Zipper Bag.....\$5 Locked Bag .....\$22

## Business Banking Account

### Service Fees & Charges Common Features *(continued)*

Notary	Stop Payment
Non-Customer Fee..... Varies by state law	Stop Payment Fee..... \$20
Washington State..... \$10	
Oregon State..... \$10	
Idaho State..... \$2	
Paid Overdraft & Returned Item	Sweep Transaction Charge
Paid Overdraft Fee..... \$15	Funds Transfer for Overdraft Coverage
Imposed on any items* we pay which create an overdraft on your account.	From WTB Line of Credit..... No charge
Returned Item Fee..... \$15	From WTB Checking, Savings, or Money Market..... No charge
Imposed when items* presented are returned unpaid.	
Daily Maximum	
In combination, the maximum number of Paid Overdraft and Returned Item Fees charged is five (5) per business day. No Paid Overdraft or Returned Item Fees will be charged if you are overdrawn by \$25 or less.	
<i>*Items refer to any check, ACH, withdrawal, debit card purchase, funds transfer, or other amount that is subtracted from your account.</i>	
Safe Deposit Boxes	Wire Transfers, Each Wire
Annual Rental..... Varies by size	Domestic Outgoing..... \$25
Box Drilling..... \$25 plus cost	Foreign Outgoing..... \$40*
Key Replacement..... \$15 per key	Domestic/Foreign Incoming..... \$13
	On-Ups Outgoing..... \$7
	On-Ups Incoming..... \$7
	Online Domestic Outgoing..... \$10
	Online Foreign Outgoing..... \$25
	<i>*Additional foreign wire fees may be assessed by correspondent banks.</i>
Statement Fees	Zero Balance Transfer Accounts
Additional Statement Mailed..... No charge	Zero Balance Transfer Accounts..... \$15 per account
Paper Statement (mailed, not electronic statement)..... No charge	(Sweep setup instructions)..... per month
Statement Copy..... No charge	

Charges and fees quoted in this schedule may change periodically. If you have any questions after reviewing this information, please contact any branch or Priority Service at **800.788.4578** Monday to Friday 7 a.m. – 9 p.m. PT, Saturday 8 a.m. – 7 p.m. PT or Sunday 10 a.m. – 7 p.m. PT. For additional disclosure information about fees and charges, refer to the Terms and Conditions for specific accounts.

# Table of Services for Overdraft Protection

## Washington Trust Bank Overdraft Protection services have the following in common:

- Overdraft Protection Setup: Request this service by visiting any branch or by calling Priority Service at **800.788.4578**.
- Overdraft Protection is triggered by any activity bringing your account into a negative balance.
- The transfer will occur from either the deposit account or credit card account (only available for consumer accounts) or loan account you select for Overdraft Protection to cover the amount overdrawn. If you have coverage from multiple accounts, you may also select the order in which you want your overdraft coverage to apply.
- If the account selected for Overdraft Protection has insufficient funds to cover the overdraft transfer, all available funds in that account will be transferred and you may be charged a fee for the paid overdraft or returned item(s).

Coverage From	How the Transfers Work	Cost per Transfer	What Else You Need To Know
<b>Washington Trust Credit Card</b> <i>Coverage from a Washington Trust Credit Card is only offered to consumer accounts.</i>	Available funds will automatically be transferred from the funding account to the protected account in increments of \$10, or as much as is available, to pay the overdraft amount.	No charge	Transfers for Overdraft Protection <u>are</u> considered cash advances and are subject to the cash advance interest rate. Interest will begin to accrue immediately once posted.  Although subject to availability, transfers <u>may</u> exceed the available credit on your credit card account.  Transfers may take 2 business days to post to your credit card account.
<b>Washington Trust Checking, Savings and Money Market Accounts</b>	Available funds will automatically be transferred from the funding account to the protected account in increments of \$10, or as much as is available, to pay the overdraft amount.	No charge	A partial transfer may result if the account selected for Overdraft Protection has insufficient funds to cover the overdraft transfer.
<b>Washington Trust Line of Credit</b>	Transfers are made in the exact amount needed to cover the amount overdrawn. If the available credit for the funding account is not sufficient to satisfy the amount overdrawn, a partial amount may be transferred.	No charge	Interest will accrue on the outstanding balance of the line.

See Personal Products Deposit Account Disclosure for details.