



# Your Deposit Account

Terms and Conditions  
Fee Schedules  
Truth in Savings

**Guaranty**  **Bank**

2144 E Republic Road, Suite F200  
Springfield, MO 65804

Member  
**FDIC**



# We're enhancing your banking services

Dear Valued Customer,

We're excited to share that Guaranty Bank is upgrading our banking system to better serve you and enhance your overall banking experience. There's nothing you need to do at this time. We've taken care of everything to make sure this is a smooth transition.

**As we are preparing for this important update, transactions completed on Friday, October 3, 2025, will show in your available balance on Monday, October 6, 2025. During this upgrade window from October 3 - October 5, 2025, online banking, video banking, and telephone banking will be unavailable. Please note that all branches will be closed on Saturday, October 4, 2025. ATMs will be available for deposits and withdrawals. Debit cards can be used for purchases and withdrawals during this time. Normal business hours will resume on Monday, October 6, 2025.**

To help you feel prepared, the following pages of this booklet outline key updates you can expect, including improvements to our systems, services, and accounts. Please note that some accounts are changing, and details of the changes are included.

As part of our update, customers will receive two statements for the month of October. One will be an interim statement with information from October 1-2, 2025. The other will be the information from October 3, 2025, through the normal statement date. Account service charges will be waived for the month of October.

These enhancements will allow us to operate more efficiently and continue to support your financial goals.

Thank you for being a valued Guaranty Bank customer. We are excited about the future and proud to serve you.

Sincerely,



Monte McNew  
CEO  
Guaranty Bank



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## Personal and Business Banking Service Changes

The chart shows a side-by-side feature comparison of current products and the corresponding new product that it will transition to on October 6, 2025. *Please note: Not all account features are listed, as the chart's purpose is to show a comparison between the two products. See enclosed disclosures referenced for complete details.*

Please refer to the chart below to see what type of account(s) you will transition to. If you are interested in changing your account type after the update on October 6, 2025, or have further questions about our banking solutions, please visit your nearest Guaranty Bank banking center or contact Client Care at 1-833-875-2492.

Current Product	New Product	New Features
Personal Exclusive Money Market	Personal Money Market	Please refer to page 6
Personal Preferred Money Market	Personal Money Market	Please refer to page 6
Personal High Yield Savings	Personal Savings	Please refer to page 10
Business Exclusive Money Market	Business Money Market	Please refer to page 15
Business Preferred Money Market	Business Money Market	Please refer to page 15
Business Low Minimum Checking	Business Interest Checking	Please refer to page 15
Commercial Reserve/Cash Analysis	Commercial Checking Analysis	Please refer to page 15

## Additional Important Information Effective October 6, 2025

**ATM Cut-Off Times** - Deposits made at our ATM/Video Banking machines will be accepted until 7:00pm. Deposits made through your debit card after 2:00pm, will be credited the next business day.

**Telephone Banking (iTalk)** - Clients may receive a prompt to change their PIN. Please listen carefully to the menu options as they may be changing.

**Electronic Funds Transfer** - The limit of six (6) transactions per statement cycle will no longer apply to Savings and Money Market accounts. The Excessive Withdrawal Fee of \$10.00 will be discontinued.

Guaranty Bank  
Springfield Farmers Park  
2144 E Republic Rd, Ste F200  
Springfield, MO 65804

## Truth in Savings Disclosure

Terms following a ☐ apply only if checked.

Acct: Money Market

Acct #: \*\*\*\*\* Date: 08/01/2025

☒ The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at (833) 875-2492 .

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

☐ **FIXED RATE**

☐ The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. We will pay this rate \_\_\_\_\_ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates \_\_\_\_\_ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

☒ **VARIABLE RATE**

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

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

**Determination of Rate.**

☒ At our discretion, we may change the interest rate on your account.

☐ The interest rate for your account \_\_\_\_\_ .

☐ The fixed initial rate is not determined by this rule.

☐ The initial interest rate on your account \_\_\_\_\_ .

Subsequent rates are disclosed on the rate sheet with corresponding tiers \_\_\_\_\_ .

**Frequency of Rate Change.**

☒ We may change the interest rate on your account at any time without notice \_\_\_\_\_ .

☐ Your initial interest rate will not change \_\_\_\_\_ .

We may change the interest rate on your account at that time and \_\_\_\_\_ thereafter.

**Limitations on Rate Changes.**

☐ The interest rate for your account will not \_\_\_\_\_ by more than \_\_\_\_\_ each \_\_\_\_\_ .

☐ The interest rate will not be less than \_\_\_\_\_ % or more than \_\_\_\_\_ %.

☐ The interest rate will not \_\_\_\_\_ the interest rate initially disclosed to you.

## Minimum Balance Requirements

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

☒ **To Avoid Imposition of Fees.**

To avoid the imposition of the \*Mnthly Service Chrg you must meet the following requirements:

☒ A \*Service Charge of \$10.00 will be imposed every monthly statement cycle if the balance in the account falls below \$1,000.00 any day of the monthly statement cycle.

☐ A of \$ will be imposed every if the average daily balance for the falls below \$.

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

To avoid the imposition of the you must meet the following requirements:

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account falls below \$ any day of the .

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the falls below \$ . The average daily balance is calculated

by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

☒ **To Obtain the Annual Percentage Yield Disclosed.**

☒ You must maintain a minimum balance of \$ 1,000.00 in the account each day to obtain the disclosed annual percentage yield.

☐ You must maintain a minimum average daily balance of \$ to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

☐ **To Maintain the Account.**

☐ You must maintain a minimum balance of \$ in the account each day. If you do not maintain this minimum balance, your account may be frozen or closed.

☐ You must maintain a minimum average daily balance of \$ in the account. If you do not maintain this minimum average daily balance, your account may be frozen or closed. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

☐

## Compounding and Crediting

☒ **Frequency.** Interest will be compounded every 1 Month(s) . Interest will be added back to principal every 1 Month(s) .

☒ **Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.

### Balance Computation Method

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- ☒ **Daily Balance Method.** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- ☐ **Average Daily Balance Method.** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is

### Accrual of Interest on Noncash Deposits

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- ☐ Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- ☒ Interest begins to accrue on the business day

you deposit noncash items (for example, checks).

### Bonuses

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- ☐ You will \_\_\_\_\_ as a bonus \_\_\_\_\_ . ☐ You must maintain a minimum of \$ \_\_\_\_\_ to obtain the bonus.
- ☐ To earn the bonus, \_\_\_\_\_

### Transaction Limitations

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- ☐ The minimum amount you may deposit is \$ \_\_\_\_\_ .
- ☐ The minimum amount you may withdraw is \$ \_\_\_\_\_ .
- ☐ During any \_\_\_\_\_ , you may not make more than \_\_\_\_\_ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.
- ☐

- ☐ You may only make \_\_\_\_\_ deposits into your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ ATM \_\_\_\_\_ your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ preauthorized transfers \_\_\_\_\_ your account each statement cycle.

## **Additional Terms**

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Interest rate tiers:

\$ 1,000.00 - \$ 9,999.99

\$ 10,000.00 - \$ 24,999.99

\$ 25,000.00 - \$ 49,999.99

\$ 50,000.00 - \$ 99,999.99

\$100,000.00 - \$499,999.99

\$500,000.00 and above

See the Rate Sheet for current rates for the above Interest Rate Tiers.

The imposition of fees may reduce earnings.

\*Will appear as Monthly Service Charge on your statement

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Springfield Farmers Park  
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Springfield, MO 65804

## Truth in Savings Disclosure

Terms following a ☐ apply only if checked.

Acct: Personal Savings

Acct #: \*\*\*\*\* Date: 08/06/2025

☒ The interest rate and annual percentage yield stated below are accurate as of the date printed above. If you would like more current rate and yield information please call us at (833) 875-2492 .

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

☐ **FIXED RATE**

☐ The interest rate for your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. We will pay this rate \_\_\_\_\_ . We will not decrease this rate unless we first give you at least 30 days notice in writing.

☐ The interest rate and annual percentage yield for your account depend upon the applicable rate tier. We will pay these rates \_\_\_\_\_ .

We will not decrease these rates unless we first give you at least 30 days notice in writing.

☒ **VARIABLE RATE**

☒ The interest rate for your account is 0.1500 % with an annual percentage yield of 0.15 %. Your interest rate and annual percentage yield may change.

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

**Determination of Rate.**

☒ At our discretion, we may change the interest rate on your account.

☐ The interest rate for your account \_\_\_\_\_ .

☐ The fixed initial rate is not determined by this rule.

☐ The initial interest rate on your account \_\_\_\_\_ .

Subsequent rates \_\_\_\_\_ .

**Frequency of Rate Change.**

☒ We may change the interest rate on your account at any time without notice \_\_\_\_\_ .

☐ Your initial interest rate will not change \_\_\_\_\_ .

We may change the interest rate on your account at that time and \_\_\_\_\_ thereafter.

**Limitations on Rate Changes.**

☐ The interest rate for your account will not \_\_\_\_\_ by more than \_\_\_\_\_ each \_\_\_\_\_ .

☐ The interest rate will not be less than \_\_\_\_\_ % or more than \_\_\_\_\_ %.

☐ The interest rate will not \_\_\_\_\_ the interest rate initially disclosed to you.

## Minimum Balance Requirements

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

☐ **To Avoid Imposition of Fees.**

To avoid the imposition of the service charge you must meet the following requirements:

☒ A service charge of \$7.00 will be imposed every quarter if the balance in the account falls below \$100.00 any day of the quarter\* .

☐ A of \$ will be imposed every if the average daily balance for the falls below \$ .

The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

To avoid the imposition of the you must meet the following requirements:

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the balance in the account falls below \$ any day of the .

☐ A of \$ will be imposed for transaction (withdrawal, check paid, automatic transfer or payment out of your account) if the average daily balance for the falls below \$ . The average daily balance is calculated

by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

The period we use is .

☒ **To Obtain the Annual Percentage Yield Disclosed.**

☒ You must maintain a minimum balance of \$ 0.01 in the account each day to obtain the disclosed annual percentage yield.

☐ You must maintain a minimum average daily balance of \$ to obtain the disclosed annual percentage yield. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

☐ **To Maintain the Account.**

☐ You must maintain a minimum balance of \$ in the account each day. If you do not maintain this minimum balance, your account may be frozen or closed.

☐ You must maintain a minimum average daily balance of \$ in the account. If you do not maintain this minimum average daily balance, your account may be frozen or closed. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is .

☐

## Compounding and Crediting

☒ **Frequency.** Interest will be compounded every 3 Month(s) .  
Interest will be added back to principal every 3 Month(s) .

☒ **Effect of Closing an Account.** If you close your account before interest is credited, you will not receive the accrued interest.



### Balance Computation Method

- ☒ **Daily Balance Method.** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- ☐ **Average Daily Balance Method.** We use the average daily balance method to calculate interest on your account. This method applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period. The period we use is

### Accrual of Interest on Noncash Deposits

- ☐ Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).
- ☒ Interest begins to accrue on the business day

you deposit noncash items (for example, checks).

### Bonuses

- ☐ You will \_\_\_\_\_ as a bonus . ☐ You must maintain a minimum of \$ \_\_\_\_\_ to obtain the bonus.
- ☐ To earn the bonus,

### Transaction Limitations

- ☐ The minimum amount you may deposit is \$ \_\_\_\_\_ .
- ☐ The minimum amount you may withdraw is \$ \_\_\_\_\_ .
- ☐ During any \_\_\_\_\_ , you may not make more than \_\_\_\_\_ withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party.
- ☐

- ☐ You may only make \_\_\_\_\_ deposits into your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ ATM \_\_\_\_\_ your account each statement cycle.
- ☐ You may only make \_\_\_\_\_ preauthorized transfers \_\_\_\_\_ your account each statement cycle.

## ***Additional Terms***

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The imposition of fees may reduce earnings.



## Consumer Service Fee Schedule Effective Oct 6, 2025

### Account Services

Account Balancing (per hour-one hour minimum)	\$20.00
Early Closure fee (within first 90 days)	\$20.00
Account Research (per hour-one hour minimum)	\$20.00
Check Order	prices will vary
Stop Payment Fee (per item-electronic or check)	\$35.00
Paid in Full Letter for charged off account	\$20.00
Dormant Fee Checking (12 months no activity and balance below \$500)	\$10.00
Dormant Fee Savings/Money Market/Health Savings (24 months no activity and balance below \$500)	\$10.00
Deposit Verification Fee	\$10.00
Returned Mail Fee	\$ 5.00
IRA Transfer Fee	\$50.00
Standard ACH Origination Fee	\$ 3.00
Same Day ACH Origination Fee	\$20.00

### Returned and Rejected Items

Return Deposited Item Fee (deposited item returned)	\$ 8.00
NSF: Return Fee (item not paid)	\$35.00
NSF: Overdraft Fee (item paid)	\$35.00

*For Personal Checking Accounts Only:*

•Bank will not charge an **Overdraft Fee** if an item overdraws an account by \$10.00 or less. Otherwise, bank charges the fee for each item.

•Bank will not charge more than 5 **Overdraft Fees** per day.

### Statement Options

Duplicate Statement Copy (per statement)	\$ 3.00
BankOn Statement Copy (per statement)	\$ 2.00

### Visa ATM/Debit Card

ATM Service Charge for Non Guaranty Bank ATM Inquiry	\$ 2.50
ATM Service Charge for Non Guaranty Bank ATM Withdrawal	\$ 2.50
ATM/Debit Card Replacement Fee	\$10.00
Debit Card Emergency Increase	\$ 5.00
Expedited Debit Card Replacement	\$75.00

### Wire Transfers (for customers only)

Foreign Wire	\$55.00
Incoming Wire	\$15.00
Outgoing Wire	\$30.00

### Bank Issued Checks

Official Checks	\$ 5.00
Check Printing Charge (counter checks price for 4)	\$ 1.00

### Miscellaneous Services

Collections-Foreign Items	\$75.00
Collections-Domestic Items	\$20.00
Fax - Incoming or Outgoing (per page)	\$ 1.00
Photocopies (per page)	\$ 1.00
Garnishments/Levy Fee	\$60.00
Subpoenas/Summonses Appearance (per hour)	\$75.00
Notary Services (Non-Customers)	\$ 5.00
Gift Card	\$ 3.50
Reloadable Prepaid Card	\$ 5.00
Secondary Reloadable Prepaid Card (tied to primary)	\$ 2.50
Deposits to Reloadable Prepaid Card	\$ 3.00

### Safe Deposit Boxes (not all sizes available at all locations)

3x5	\$25.00
5x5	\$35.00
3x10	\$40.00
5x10	\$60.00
10x10	\$80.00
16x10	\$100.00
Safe Deposit Late fee	\$20.00
Drilling Fee/Replacement Key	\$100.00

\*Fees highlighted have changed.

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# BUSINESS BANKING PRODUCTS

## BUSINESS SERVICES

### Merchant Services

Increase sales by offering your customers expanded payment options.

- Provides equipment and processing services
- Flexible and tailored pricing programs

### Credit Cards

Find the credit card that meets your business purchasing, travel, financial management, and rewards needs.

### ACH Services

- Payroll direct deposit
- Pre-authorized vendor payments
- Receivables collection
- Cash concentration and corporate disbursement

### Remote Deposit Capture

Deposit checks from your desk with just a desktop scanner and a high-speed internet connection.

- Scalable for any business with low, mid or high levels of deposit activity
- View and retrieve check images 24/7

### Cash Sweep

- Earn interest on excess cash
- Maintain complete access to funds
- Additional FDIC coverage may be available

## BUSINESS FINANCING

### Small Business and Commercial Financing

- Commercial Real Estate
- Construction Loans
- Working Capital Lines of Credit
- Business Acquisition, Expansion and Refinance
- Equipment Financing
- Agribusiness Loans
- Letters of Credit

### Specialty Financing

- Tax Credit Financing
- Low-Income Housing Tax Credit
- Historic Tax Credit
- New Market Tax Credit
- Industrial Revenue Bond Credit Enhancement

### Lease Financing

- Equipment Finance
- Municipal Lease Finance

### U.S. Small Business Administration Loan Program

- SBA 7a Loans
- SBA 504 Loans
- SBA Express
- SBA Veterans Advantage

### USDA – Rural Development Loans

## CHECKING ACCOUNTS

### Small Business

- 300 items per statement, \$10 monthly maintenance fee waived with \$1,000 daily balance

### Commercial Analysis

- Unlimited transactions
- Service charges based on monthly activity analysis
- Competitive earnings credit to offset maintenance fees

### Business Interest

- Earns competitive interest rate
- Available to sole proprietorships, non-profit organizations and public agencies
- Minimum daily balance of \$1,000 to avoid monthly maintenance fee

### All Checking Accounts Include:

- Free Mobile Check Deposit
- Dedicated account manager
- Free initial Visa® ATM/debit card
- Free 24/7 Online Banking
- Free 24/7 teller phone
- Free local customer service call center with live operators

## SAVINGS ACCOUNTS

### Business Money Market

Requirement to earn interest and avoid monthly maintenance fee:

- *Minimum daily balance of \$1,000*

Interest compounded and credited monthly

Tiered interest rate based on your daily collected balance

Unlimited withdrawals from Guaranty Banking Centers or ATMs

Six check or pre-authorized withdrawals including online transfers or debits per statement cycle

### Business Regular Savings

Requirement to avoid quarterly maintenance fee:

- *Minimum daily balance of \$250*

Interest compounded and credited quarterly

Unlimited withdrawals from Guaranty Banking Centers or ATMs

Six pre-authorized withdrawals including online transfers or automatic debits per statement cycle



## Commercial Service Fee Schedule Effective October 6, 2025

### Fees highlighted have changed.

#### Business Essential Checking

No Monthly Service Charge	
No minimum balance requirement	
Allows 100 items per statement cycle	
Fee per additional item over 100 items	\$ .30
(Items include: deposits, deposited items, checks and electronic items)	
Monthly paper statement fee (waived w/ eStatement enrollment)	\$ 3.00

#### Small Business Checking

Monthly Service Charge	\$ 10.00
\$1,000 minimum daily balance to avoid monthly service charge	
Allows 300 items per statement cycle	
Fee per additional item over 300 items	\$ .45
(Items include: deposits, deposited items, checks and electronic items)	
Monthly paper statement fee (waived w/ eStatement enrollment)	\$ 3.00

#### Commercial Checking (Charges may be offset by an earnings credit.)

Monthly Maintenance	\$ 10.00
Per Deposit	\$ .13
Per Deposited Item	\$ .13
Per Check Cleared	\$ .17
Electronic Credits	\$ .15
Electronic Debits	\$ .15
Negative Collected Balance Fee	PRIME +3.00%
(Assessed if the average collected balance for the statement cycle is negative.)	
Monthly paper statement fee (waived w/ eStatement enrollment)	\$ 3.00

#### Business Interest Checking

Monthly Service Charge	\$ 10.00
Minimum daily balance of \$1,000 to avoid monthly service charge	
Fee per additional item over 100 items	\$ .45
(Items include: deposits, deposited items, checks, and electronic items)	
Monthly paper statement fee (waived w/ eStatement enrollment)	\$ 3.00

#### Business Money Market

Monthly Service Charge	\$ 10.00
Minimum daily balance of \$1,000 or \$2,500 average to avoid monthly service charge	
Excess Withdrawal Charge (for usage in excess of limit, per transaction)	\$ 10.00
(6 pre-authorized withdrawals allowed per statement cycle)	

#### Business Savings

Service Charge	\$ 7.00
Minimum daily balance of \$500 to avoid monthly service charge	
Excess Withdrawal Charge (for usage in excess of limit, per transaction)	\$ 10.00
(6 pre-authorized withdrawals allowed per calendar month)	

#### Account Access, Online Banking & Mobile Banking

Online Banking	FREE
Treasury Management Online Banking Monthly Charge	\$ 35.00
Mobile Banking (iPhone, iPad, and Android apps available)	FREE
Online & Mobile Bill Pay	FREE
Secure Token (per user)	\$ 2.50
Secure FTP Delivery (SFTP) – Monthly	\$ 25.00

#### Deluxe Payment Exchange

eChecks (per check)	\$ 0.58
Print + Mail (per check)	\$ 0.78
Postage (per check mailed)	\$ 0.67

#### Positive Pay Fraud Prevention and Reconciliation

Check Positive Pay Monthly Maintenance	\$ 30.00
Check Positive Pay per item fee	
0 – 300 items per month	FREE
300 + items per month	\$ 0.05
Return Check for Non-Payment	\$ 10.00
Exception Items	\$ 3.00
ACH Positive Pay Monthly Maintenance	\$ 20.00
ACH Positive Pay New Filter Setup	\$ 7.50

#### ACH Services

Standard ACH Origination Monthly Charge	\$ 20.00
(per file)	\$ 1.00
(per item)	\$ .10
Same Day ACH Origination Monthly Charge	\$ 10.00
(per file)	\$ 5.00
(per item)	\$ 1.00
ACH Returns	\$ 2.50
ACH Notification of Change	\$ 1.50

#### Remote Deposit Capture

Remote Deposit Fee for Single Doc Scanner (per month)	\$ 50.00
Remote Deposit Fee for Multi Doc Scanner (per month)	\$ 67.00
Per Account (beginning with second account)	\$ 5.00
Fee per item over 300	\$ .10

#### Sweep Services

Cash / Loan Sweep	\$ 35.00
Zero Balance Account (ZBA) Monthly Maintenance	\$ 10.00

#### Returned and Rejected Items

Charge Back Fee (deposited item returned)	\$ 8.00
NSF: Return Fee (item not paid)	\$ 35.00
NSF: Overdraft Fee (item paid)	\$ 35.00
Bank will not charge an Overdraft Fee if an item overdraws an account by \$10.00 or less. Otherwise, bank charges the fee for each item. Bank will not charge more than 5 Overdraft Fees per day.	

#### Account Services

Account Balancing per Hour (one hour minimum)	\$ 20.00
Account Closing Fee (within first 90 days)	\$ 20.00
Account Research per Hour (one hour minimum)	\$ 20.00
Check Order	prices will vary
Stop Payment Fee (per item – electronic or check)	\$ 35.00
"Paid in Full" Letter for Charged Off Account	\$ 20.00
Dormant Fee per month	\$ 10.00
Deposit Verification Fee	\$ 10.00
Returned Mail Fee	\$ 5.00
Night Deposit Bags (first two are free)	\$ 20.00
Zippered Deposit Bag (first two are free)	\$ 5.00

#### Statement Options

eStatement	FREE
Statement Copy (per statement)	\$ 3.00

#### Visa ATM/Debit Card

MoneyPass®, TransFund® & Guaranty Bank ATMs (inquiries and transactions)	FREE
ATM Service Charge for Non Guaranty Bank Machine ATM Inquiry	\$ 2.50
ATM Service Charge for Non Guaranty Bank Machine ATM Withdrawal	\$ 2.50
ATM/Debit Card Replacement Fee	\$ 10.00
Debit Card Limit Emergency Increase	\$ 5.00
Expedited Debit Card Replacement	\$ 75.00

#### Wire Transfers (for customers only)

Foreign Wire	\$ 55.00
Incoming Wire	\$ 15.00
Outgoing Wire	\$ 30.00
Outgoing Domestic Wire Initiated via Online Banking	\$ 15.00

#### Bank Issued Checks

Official Checks	\$ 5.00
Check Printing Charge (counter checks price for 4)	\$ 1.00

#### Currency Services

Currency Deposited over \$20,000 per \$100 (charge is inclusive of first \$20,000 and above)	\$ .10
Coin Counting Per Roll	\$ .05

#### Coin Order

Coin Order (per roll)	\$ .05
Coin Order (per bag)	\$ .75

#### Miscellaneous Services

Collections – Foreign Items	\$ 75.00
Collections-Domestic Items	\$ 20.00
Fax - Incoming or Outgoing (per page)	\$ 1.00
Photocopies (per page)	\$ 1.00
Garnishments/Levy Fee	\$ 60.00
Subpoenas/Summons Appearance (per hour)	\$ 75.00
Notary Services (Customers)	FREE
Notary Services (Non-Customers)	\$ 5.00
Gift Card	\$ 3.50
Reloadable Prepaid Card	\$ 5.00
Secondary Reloadable Prepaid Card (tied to primary)	\$ 2.50
Deposits to Reloadable Prepaid Card	\$ 3.00

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Rev 10.2025

# Terms and Conditions of Your Account

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## Contents:

- (1) Important Information about Procedures for Opening a New Account
- (2) Agreement
- (3) Liability
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## ***(1) Important Information about Procedures for Opening a New Account***

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To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

## **(2) Agreement**

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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 Missouri 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.

## **(3) Liability**

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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.



#### **(4) Deposits**

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We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, 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 endorsers to verify or guarantee their endorsements, or endorse in our presence.

#### **(5) Withdrawals**

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**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 endorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

**Checks and Withdrawal Rules.** If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted 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.

## **(5) Withdrawals, Continued**

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**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.

## **(6) Ownership of Account and Beneficiary Designation**

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These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

**Joint Account - With Survivorship** (*And Not As A Tenancy By The Entirety Or As Tenants In Common*). This is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

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

**Spouses - As A Tenancy By The Entirety.** This is an account in the name of two persons who are spouses as tenants by the entirety.

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

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

## **(7) Business, Organization, and Association Accounts**

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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.

## **(8) Stop Payments**

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

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

## **(9) Telephone Transfers**

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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.

## **(10) Amendments and Termination**

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We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

## **(10) Amendments and Termination, Continued**

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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 becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

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.

## **(11) Correction of Clerical Errors**

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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.

## **(12) Notices**

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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.

## **(13) Statements**

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**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 (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.



### **(13) Statements, Continued**

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

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

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

### **(14) Reimbursement of Federal Benefit Payments**

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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.

### **(15) Temporary Account Agreement**

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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.

### **(16) Setoff**

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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.

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### ***(16) Setoff, Continued***

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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.

### ***(17) Check Processing***

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

### ***(18) Check Cashing***

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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.

### ***(19) Truncation, Substitute Checks, and Other Check Images***

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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.

### ***(20) Remotely Created Checks***

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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.

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## ***(20) Remotely Created Checks, Continued***

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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.

## ***(21) Unlawful Internet Gambling Notice***

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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.

## ***(22) ACH and Wire Transfers***

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This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

## ***(23) International ACH Transactions***

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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.

## ***(24) Facsimile Signatures***

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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.



## **(25) Authorized Signer (Individual Accounts only)**

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

## **(26) Restrictive Legends or Endorsements**

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

## **(27) Account Transfer**

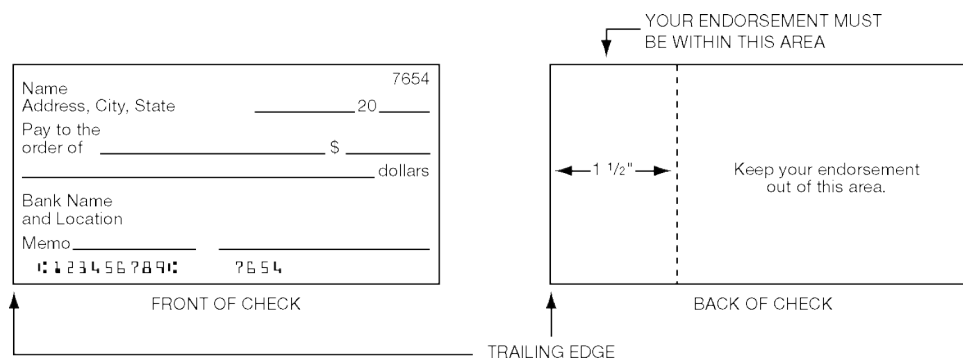
This account may not be transferred or assigned without our prior written consent.

## **(28) Endorsements**

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

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

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



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### ***(28) Endorsements, Continued***

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

### ***(29) Death or Incompetence***

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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.

### ***(30) Fiduciary Accounts***

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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.

### ***(31) Credit Verification***

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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.

### ***(32) Legal Actions Affecting Your Account***

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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, or take other action as may be appropriate under the circumstances, 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.

### **(33) Account Security**

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**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) 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. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

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

### **(34) Instructions From You**

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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.

### **(35) Monitoring and Recording Telephone Calls and Account Communications**

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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.

### ***(35) Monitoring and Recording Telephone Calls and Account Communications, Continued***

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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.

### ***(36) Claim of Loss***

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The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/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.

### ***(37) Early Withdrawal Penalties (and involuntary withdrawals)***

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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.

### ***(38) Changes in Name and Contact Information***

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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.

### ***(39) Resolving Account Disputes***

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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.

#### **(40) Waiver of Notices**

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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.

*[This area intentionally left blank.]*

#### **(41) Additional Terms**

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For Checking Accounts Only. Each checking account consists of a checking sub account and a savings sub account. The Bank may periodically transfer funds between these two sub accounts. If your Account is a Plan on which interest is paid, your interest calculation will remain the same. Otherwise, the savings sub account will be non-interest bearing. The saving sub account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement.

