

DEPOSIT ACCOUNT AGREEMENT

By signing a deposit account signature card or otherwise applying for, opening or maintaining an account with Tri City National Bank, you accept and agree to the terms of this policy.

This statement contains the rules which govern, where appropriate, your deposit account with us at this time and at any future time, subject to our right to amend these Rules from time to time. Unless it would be inconsistent to do so, words and phrases used in this statement should be construed so that the singular includes the plural and the plural includes the singular. In additional disclosures, you will find a schedule of the applicable interest rates, methods, qualifying balances and charges. Please read these rules carefully; continued use of your account with us after receipt of this statement means you agree to these rules, you agree to pay the fees, as disclosed or amended, and you give us the right to collect the fees, as earned, directly from the account balance. You certify that all information provided to us is true and accurate. You acknowledge receipt of an Account Disclosure, and a copy of this institution's Privacy Policy. You also acknowledge receipt, where applicable, of our Funds Availability Policy and/or Electronic Fund Transfer Agreement. All signers authorize this institution to make inquiries from any consumer reporting agency, including a check protection service, in connection with this account. If you have any questions, please call us.

Our relationship with our deposit customers is regulated by Wisconsin state law and federal law, especially the law relating to negotiable instruments, the law regulating the methods of transferring property upon death and the rights of surviving spouses and dependents, the law pertaining to estate and other succession taxes, the law regarding electronic funds transfer, and the law regarding the availability of deposited funds. This body of law is too large and complex to be reproduced here.

The purpose of this statement is to:

- (1) Summarize the rules applicable to the more common transactions;
 - (2) Establish rules to govern transactions or circumstances which the law does not regulate; and
 - (3) Establish rules for certain events or transactions which the law already regulates but permits variation by agreement.
- We may permit some variations from this standard agreement, but any such variation must be agreed to in writing either on our signature card for the account or in some other written form.

As used in these rules, the word "we" means Tri City National Bank and the words "you" means the account holder.

1. **IDENTIFICATION NOTICE (USA PATRIOT ACT)** – In an effort to protect you against identity theft and to help fight the funding of terrorism and money laundering activities, the USA Patriot Act requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. 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 ask to see your driver's license or other identifying documents. We proudly support all efforts to protect and maintain the security of our customers and our country.
2. **UNLAWFUL INTERNET GAMBLING ENFORCEMENT (UIGEA) ACT OF 2006** - The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. As a customer of Tri City National Bank, these restricted transactions are prohibited from being processed through your account or banking relationship with us. If you do engage in an Internet gambling business and open a new account with us, we will ask that you provide evidence of your legal capacity to do so.
3. **LIABILITY** - Each of you agrees, 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 that may be imposed. You authorize us to deduct these charges as accrued directly from the account balance. You also agree to pay additional reasonable charges we may impose for services you request which are not contemplated by this agreement. Each of you also agrees to be jointly and severally liable for any account deficit resulting from charges or overdrafts, whether caused by you or another authorized to withdraw from this account, and the costs we incur to collect the deficit including, to the extent permitted by law, our reasonable attorney's fees. We may permit each of you to endorse for cash, or deposit to the account, items payable to any of you. Each of you agrees to hold us harmless for any action of the others concerning the account.
4. **NOTICES** – You are responsible for notifying us of any address or name changes, the death of an account holder or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. Written notice sent by us to you is effective when mailed to the last address supplied.
5. **DEPOSITS** – We may refuse to accept deposits or specific items for deposit. Any items, other than cash, accepted for deposit (including items drawn "on us") will be given provisional credit only until collection is final (and 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 initiated by mail or outside depository until we actually record them. All transactions received after our "daily cut-off time" on a business day we are open, or received on a day in which we are not open for business, will be treated and recorded as if initiated on the next business day that we are open. **Direct Deposits** - If, in connection with a direct deposit plan, we deposit any amount in your account which should have been returned to the Federal Government, any other person or was deposited in error for any reason, you authorize us to deduct the amount from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.
6. **COLLECTION OF DEPOSITED ITEMS** – In receiving items for deposit for collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

7. **WITHDRAWALS** - Unless otherwise clearly indicated to the contrary, any one of you who signs in the space designated for signatures on the signature card, including authorized signers, may withdraw or transfer all or any part of the account balance at any time on forms approved by us. Each of you (until we receive written notice to the contrary) authorizes each other person signing this card to endorse any item payable to you or your order for deposit to this account or any other transaction with us. The honoring of one or more overdrafts does not obligate the Bank to honor future overdrafts, and you should not rely on the bank to honor an overdraft. Overdraft fees apply to overdrafts created by checks, in-person withdrawals, ATM withdrawals, debit card transactions or by other electronic means, as applicable. Withdrawals will first be made from collected funds, and we may, unless prohibited by law or our written policy, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for an amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations (if any) may eventually force us to close this account. We will use the date a transaction is completed by us (as opposed to the day you initiate it) to apply the frequency limitations. On interest-bearing accounts other than time deposits, we reserve the right to require at least seven days' written notice before any withdrawal or transfer. Withdrawals from a time deposit prior to maturity or prior to the expiration of any notice period may be restricted and will be subject to penalty. See your notice of penalties for early withdrawal. Unless specifically designated by us, if you allow your account balance to fall to a zero balance on any given day, we may consider the account to be voluntarily closed by you as of that date. We will have no liability for any transactions that you intend to occur after the account is closed.
8. **Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your actual (ledger) balance we may (1) return the item or (2) pay the item at our discretion. Tri City National Bank reserves the right to return an item if your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available balance.
- Actual (ledger) Balance.** The actual (ledger) balance method calculates your account balance only based on transactions that have settled, and it does not reflect pending transactions or checks that have not posted to your account. For example, you have \$100 in your account and spend \$30. Your actual (ledger) balance is \$100 because the pending \$30 does not reduce the amount of funds you have to spend in your account.
- Available Balance.** The available balance reflects deposits and transactions that have been posted to your account and transactions that have not posted to your account, including the following: checks you have written, deposit holds, and holds on debit card transactions that have been authorized but not yet posted (i.e. preauthorization holds). These pending transactions and holds reduce your available balance. For example, you have \$100 in your account and you spend \$30, which shows as a pending transaction on your account. Your available balance is \$70.
- Fees:** If there are insufficient funds to pay an item based on your actual (ledger) balance, we may either: 1) return the item or 2) pay the item at our discretion. We may charge you fees if we return the item or pay the item on your behalf. Tri City National Bank reserves the right to return an item if your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by your available balance. We may charge you fees if we return the item on your behalf.
- Returned Item For Non-Sufficient Funds.** If we do not pay the item on your behalf and return the item, we may charge you non-sufficient funds fees. Pursuant to NACHA Operating Rules and Guidelines and other applicable laws, an item may be presented for payment more than one time. We may charge you non-sufficient funds fees for each resubmission of an item or representation of a check, which means you may incur multiple non-sufficient funds fees if an item is returned more than one time. If a merchant presents the same item multiple times within an 8-calendar day period and are all returned NSF, only one (1) NSF fee will be assessed.
- For example, you write a check from your account with us. The check is returned for non-sufficient funds, and we may charge you a non-sufficient funds fee. The same check is then represented to us for payment, and the check is returned again for non-sufficient funds. We may charge you a non-sufficient funds fee the second time the check is presented for payment and returned for non-sufficient funds. If a merchant presents the same item multiple times within an 8-calendar day period and are all returned NSF, only one (1) NSF fee will be assessed.
- Overdrafts.** If we pay the item on your behalf, you will be responsible for the overdrawn balance, and we may charge you overdraft fees. If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or you can request overdraft protection transfers from a linked account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Please refer to the Overdraft Service Consent Form for more information about overdrafts and our standard overdraft policies and your Truth In Savings disclosure for more information.
- Processing Order.** We will process items such as credits, checks, and other debit items in accordance with our processing order policy. The processing order of these items is important because if your account balance has insufficient funds to pay for items in the order that they are processed, we may charge you non-sufficient funds fees if we return the item or charge you overdraft fees if we pay the item on your behalf.
9. **SET OFF** - You each agree that we may (without prior notice and when permitted by law) set off the funds in the account against any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such persons' or legal entity's right to withdraw. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to set-off to the extent of the net contributions of the debtor party to the account. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance due the date for which we properly accelerate under the note. This right of set off does not apply to the account if: (a) it is an Individual Retirement Account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only 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 set off.
10. **DISCLOSURE OF INFORMATION/LEGAL PROCESS** - We may disclose information about your accounts or transactions on your accounts (a) to third parties where it is necessary for completing transfers or tracing transactions, or resolving errors or claims; (b) to verify or disclose the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants, or other financial institutions; (c) pursuant to court orders and other legal process; (d) to comply with subpoenas, summonses, search warrants, or requests from government agencies; (e) to other companies affiliated with us; (f) to others with your consent; (g) otherwise in accordance with our privacy policy we provided to you; and (h) wherever required by law. You authorize us to obtain information concerning your credit standing if you establish any account with us. As an account holder, you are deemed to

be a customer of the bank and we may, from time to time, contact you by telephone to determine your level of satisfaction and/or inform you about related products and services the bank offers. We shall not be liable to you for honoring garnishments, levies, or other legal process received by or served upon us which, in our opinion, apply or may apply to your accounts. Notice of such disclosure or process will be provided to you only when required by law.

11. **CLAIM OF LOSS** – If you claim a loss or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation and prosecution 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 loss. 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 attorney's fees incurred by you. You agree that you will not waive any rights you have to recover the 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. In cases where we suspect the unauthorized withdrawal was initiated by or involved a family member, personal acquaintance, roommate, or involved a person that has been granted access or security codes on previous occasions by the person requesting the refund; we may deny or delay the claim until we have determined that there was no benefit, negligence, or collusion by you.
12. **INACTIVE ACCOUNTS** – An account with no transaction activity in 60 or more calendar days is deemed an inactive account. In order to keep your account open we may request you make a deposit or perform a transaction. If no deposits or withdrawals are made or if you do not write to us indicating an interest in an account for 5 consecutive years, the account may be presumed abandoned and paid to the State as required by law.
13. **OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** – These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. **"Party"** means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to the withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative or assignee, including an attaching creditor, of a party. **Single Party Account** – is owned by one party. **Marital Account** – is an account established without the right of survivorship by two parties who claim to be husband and wife and is payable on request to either or both parties. **Joint Survivorship Account (Not As Tenants In Common)** – Such an account is issued in the name of two or more persons. Each of you intends that upon your death the balance in the account (subject to any previous pledge to which we have consented) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants in Common)** – is an account, other than a Marital Account or Joint Survivorship Account, owned by two or more parties and payable on request to one of two or more parties. The parties do not intend (merely by opening this account) to create any right of survivorship in any other party. We encourage the parties 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. **P.O.D. Account** – Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties 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 this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time. **Corporate, Partnership, and other Organizational Accounts** – We will usually require a separate authorization form designating the persons permitted and conditions required for withdrawal from any account in the name of a legal entity such as a partnership, corporation, or other organization. We will honor such authorization according to its terms until it is amended or terminated in writing by the governing body of such organization. **Authorized Agent** – An authorized agent is a person who by the terms of the account has a present right, subject to request, to payment from the account as agent for all of the parties to the account.
14. **ACCOUNT TRANSFER** – Accounts may not be transferred or assigned without our prior written consent. We are not required to follow any directions or notices regarding any third parties' interest (including a security interest) in your account unless we have expressly agreed otherwise.
15. **AMENDMENTS AND TERMINATION** – From time to time we may amend any term of this agreement upon giving you reasonable notice in writing or by any other method permitted by law, including, in appropriate circumstances, posting notice in our building. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail.
16. **ACH AND WIRE TRANSFERS** – This Agreement is subject to Article 4A of the Uniform Commercial Code. Funds Transfers are adopted by the State of Wisconsin. When you originate a funds 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 institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the rules of any local ACH, and the Rules of any other system through which entry is made.

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

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

Choice of Law. We may accept on your behalf payments to your account which have been transmitted through one or more ACHs and which are not subject to the Electronic Funds Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of Wisconsin as provided by the operating rules of NACHA, which are applicable to ACH transactions involving your account.
17. **SUBSTITUTE CHECKS** – To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks". These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.
18. **SUBSTITUTE CHECK EXPEDITED RECREDITING PROCESS** – If you believe that you have lost money because you received

a substitute check, you may have the right to file a claim for an expedited refund. If you have the right to file a claim, we will investigate your claim and will notify you whether we have refunded your account for the amount of the claim. The claim must be in writing and must contain certain information required by applicable law to help us investigate your claim. If you call us with a substitute check expedited recredit claim within forty days of the date we mailed your substitute check or the account statement showing that the substitute check was posted to your account, whichever is later, you must notify us in writing of your claim for an expedited recredit within ten business days after the banking day on which we received your timely oral claim.

19. **STOP-PAYMENTS OF CHECK OR DRAFT** – This section applies to stopping payment of items such as checks or drafts. See the Electronic Funds Transfers section of this document for information on stopping payments on other types of transactions. A stop-payment order must be given in the manner required by law, must be received in time to give us a reasonable opportunity to act on it, must precisely identify the number, date and amount of the item, and the payee. We will honor a stop-payment request by the person who signed the particular item, and, by any other person, even though such other person did not sign the item, if such other person has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop order may be made by any person who is authorized to draw checks against the account. For stop-payments initiated online, please refer to our Online Banking Disclosure. If you order us to stop a payment and we pay the check or draft anyway, we obtain any rights the payee has against you. For example, if you owe money to the payee, the bank has the right to collect the funds from you. Therefore, if we pay an item for which you ordered us to stop payment, you will have to prove to us that you suffered a loss because of our failure to stop the payment before we recredit your account.
20. **STATEMENTS & UNAUTHORIZED TRANSACTIONS** – You must notify us of an unauthorized signature or alteration within a reasonable time (not to exceed 14 days) after we send or make available to you your statement. If you do not notify us within this time frame, you cannot assert any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the reasonable time mentioned above elapses and before we receive your notice. If you do not notify us of the problem within 90 days of when we send or make your statement available to you, you lose any rights to recover from us even if we failed to exercise ordinary care in paying an item with an unauthorized signature or alteration. You must report any other problem (e.g. erroneous statement or passbook entry, missing signature, unauthorized endorsement, etc.) within this 90-day period or lose your right to assert the problem against us. Contact us if you do not receive your regular statement.
21. **CHECK SAFEKEEPING** – If you utilize a check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check is subject to a fee. If for any reason we cannot provide you with a copy of a check, or liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.
22. **NEGOTIABILITY** – Unless we agree in writing, we will not honor any pre-printed language that limits or conditions the negotiability of the check or draft (i.e. void after 90 days). We maintain the option either to pay or dishonor any stale check (i.e. more than 6 months old) upon presentation to the bank. It is not recommended that you issue a post-dated check (i.e. a check bearing a date later than the actual calendar date) as a means of withdrawal. You agree that we will not be liable to you for charging your account before the indicated date on a properly payable but post-dated check unless you notify us in writing that you have issued a post-dated check. You agree that notice concerning a post-dated check will be treated as a stop payment order until the date of the check and that the corresponding terms and fees will apply.
23. **CHECKING ACCOUNT CUSTOMERS** – For some of our Checking Accounts, we use a system that consists of two subaccounts: a checking subaccount and a savings subaccount. All of the provisions of the Deposit Account Regulations and all of the terms and conditions governing your Checking Account apply to the Account as a whole without reference to the subaccounts, except as provided in this section. If your Checking Account earns interest, the interest rate will apply to both subaccounts. If your Checking Account does not earn interest, no interest will be paid on either subaccount. We transfer funds in the checking subaccount to the savings subaccount when such funds are not needed to pay checks, debits, or other items drawn on your Checking Account. We may establish a threshold balance in the checking subaccount and transfer any funds in excess of the threshold balance to the savings subaccount. All checks, debits and other items will be paid from balances credited to the checking subaccount. All deposits and credits will be credited to the checking subaccount. We periodically reallocate the balances between the subaccounts to make funds available in the checking subaccount to pay checks, debits and other items drawn on your Checking Account. These transfers will be the only transactions on the savings subaccount. *Because the savings subaccount is used for internal purposes only, you cannot access this account directly. These transfers will occur solely on our books and will not appear on your Account statement and will not affect the fees or features of your Account.* In accordance with federal law, we reserve the right to require seven days' prior notice of any transfer or withdrawal from an interest-bearing account. To determine if your Account is subject to this process, please speak with your Customer Service Representative.
24. **NON-CUSTOMER ON-US-NO-CASH POLICY** – You agree that the bank may decline payment of a check or other item drawn against your account that is presented for payment over the counter at the bank rather than being deposited in an account at another institution and presented for payment through the check collection system.
25. **ELECTRONIC, PREAUTHORIZED OR TELEPHONE TRANSFERS** – A transfer of funds from this account to another account with us, by electronic or telephone, if otherwise permitted or arranged for, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Other account transfer restrictions are shown elsewhere in this brochure.
26. **USE OF ACCESS DEVICES** – We may provide you with personal identification numbers, access codes or encryption devices or passwords ("access devices") in connection with your accounts. If anyone uses the access devices with your permission, you will be responsible for any charges made to the account. You agree to protect the access devices by keeping them in a secure location (including access codes) and not to record the access devices or otherwise disclose or make the access devices available to anyone other than authorized users of your account.
27. **LOST CHECKS OR ACCESS DEVICE** – You agree to notify us promptly, verbally and in writing, of any suspected loss, theft, disappearance, or unauthorized use of any card, code, check, passbook, receipt or certificate permitting access to or evidencing your accounts. Until receipt of such notice, we shall not be liable for payments made except as otherwise provided by law to any person presenting any of the above described codes, access devices, instrument or documents. We may permit withdrawals by you or issue new evidence of an account on such conditions as we may require. We may require a waiting period or proof by affidavit of the loss, theft, destruction, or unauthorized use. We may also require a bond of indemnity in any amount satisfactory to us against all claims and expenses that we may incur.
28. **ARBITRATION** – All claims or disputes between you and us shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association and shall be made within a reasonable time after the dispute has arisen. The award rendered by the arbitrator or arbitrators shall be final, and judgment may

be entered upon it in accordance with applicable law in any court having jurisdiction thereof. This agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

FUNDS AVAILABILITY DISCLOSURE

This Policy statement does not apply to time deposits and savings deposits, including money market demand accounts.

Determining the Availability of a Deposit - Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Cash and electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a non-business day, we will consider that the deposit was made on the next business day we are open.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

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.

Longer Delays May Apply - 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. However, the first \$275 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all of the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

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 \$6,725 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 communications or computer 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.

Special Rules for New Accounts - If you are a new customer, the following special rules may apply during the first 30 days your account is open. We will notify you if we are not going to make all the funds from your deposit available on the first business day after we receive your deposit.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$6,725 of a day's total deposits of cashier's, certified, teller's, travelers, 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 \$6,725 will be available on the seventh 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 \$6,725 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 seventh business day after the day of your deposit.

