

# All About Your Business Deposit Accounts

Terms and Conditions  
Fund Transfers  
Arbitration Agreement  
Electronic Disclosures and Notices  
Funds Availability  
Overdraft Policy  
Specific Account Details



# TABLE OF CONTENTS

<b>TERMS AND CONDITIONS OF YOUR ACCOUNT</b> .....	1
Important Information About Procedures for Opening a New Account .....	1
Agreement .....	1
Liability .....	1
Deposits .....	1
Withdrawals .....	1
Business, Organization and Association Accounts .....	2
Stop Payments .....	3
Amendments and Termination .....	3
Notices .....	3
Statements .....	3
Account Transfer .....	3
Direct Deposits .....	3
Temporary Account Agreement .....	3
Setoff .....	3
Restrictive Legends or Indorsements .....	3
Payment Order of Items .....	3
Facsimile Signatures .....	4
Check Processing .....	4
Check Cashing .....	4
Indorsements .....	4
Death or Incompetence .....	5
Fiduciary Accounts .....	5
Legal Actions Affecting Your Account .....	5
Security .....	5
Telephonic Instructions .....	5
Monitoring and Recording Telephone Calls and Consent to Receive Communications .....	5
Claim of Loss .....	5
Address or Name Changes .....	5
Resolving Account Disputes .....	6
Waiver of Notices .....	6
Truncation, Substitute Checks, and Other Check Images .....	6
Remotely Created Checks .....	6
Unlawful Internet Gambling Notice .....	6
Funds Transfers .....	6
Stale-Dated Checks .....	7
FDIC Insurance .....	7
Unclaimed Property .....	7
Cash Transaction Reporting .....	7
Backup Withholding/TIN Certification .....	7
Lost, Destroyed, or Stolen Official or Teller's Checks .....	7
Changing Account Products .....	7
Transactions By Mail .....	7
Check Storage and Copies .....	7
NOW Account Organization .....	7
International ACH Transactions .....	8
<b>ARBITRATION AGREEMENT</b> .....	8
<b>ELECTRONIC DISCLOSURES AND NOTICES</b> .....	9
<b>YOUR ABILITY TO WITHDRAW FUNDS</b> .....	9
<b>OVERDRAFT POLICY</b> .....	10
<b>SPECIFIC ACCOUNT DETAILS</b> .....	10
Simply Business Checking Account .....	10
Business Interest Checking Account .....	10
Earnings Credit Checking Account .....	10
IOLTA/IOTA Checking Account .....	11
Estate Checking Account .....	11
Public Funds Checking Account .....	11
Public Funds Interest Checking Account .....	11
Public Funds Earnings Credit Checking Account .....	11
Business Statement Savings Account .....	12
Business Money Market Account .....	12
Public Funds Money Market Account .....	12
Certificate of Deposit .....	13
Schedule of Fees .....	13

## TERMS AND CONDITIONS OF YOUR ACCOUNT

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

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Ohio 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 document 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 document 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 document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document 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 document 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 document should be construed so the singular includes the plural and the plural includes the singular.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. 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 for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

### **WITHDRAWALS**

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

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

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

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at the time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

**Ledger Balance and Available Balance** - A ledger-balance method factors in only settled (meaning the bank has completed final settlement) transactions in calculating an account's balance; an available-balance method calculates an account's balance based on electronic transactions that the bank has authorized (and therefore is obligated to pay) but not yet settled, along with settled transactions. An available balance also reflects holds on deposits that have not yet cleared. We use the available balance method in determining payment of items presented.

**Overdrafts** - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account, for example, take your account balance below zero. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying overdrafts on your account without notice to you or if you have exceeded your available limit (refer to the Overdraft Policy, on page 10, for additional details). For example, if you exceed your available overdraft limit, your debits would be returned unpaid and the bank would notify you of the return decision. As soon as you make a deposit to cover the overdraft, your overdraft limit may once again be available. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

**Daily Overdraft Fee** - The Daily Overdraft Fee applies to all checking accounts regardless of participation in the Overdraft Privilege service. A Daily Overdraft Fee will be assessed after the 7th calendar day that the account remains overdrawn. If no deposit is made, the system will continue to assess the Daily Overdraft fee every seven calendar days. If the 7th calendar day falls on a Sunday or legal holiday, then the fee will be posted on the following business day, although the system will continue to determine the 7 calendar days from the date of the actual overdraft. For example, if your account was overdrawn on Saturday June 27 and you made no additional deposits, then your account would be assessed a Daily Overdraft Fee on Saturday July 4. However, since Saturday July 4 is a legal holiday, the fee would be posted to your account on the next business day, Monday July 6. If your account continued to remain overdrawn, another Daily Overdraft Fee would be assessed on Saturday July 11, which is 7 calendar days from the last assessed date. Saturday July 11 is a business day, and the Daily Overdraft Fee would be posted to your account that day.

The effect of this fee could be that you are charged fees as a result of other fees. For example, if your account balance is \$10 and a check is presented for \$50, the check could be returned unpaid and an NSF fee assessed, which would result in a negative balance. If the balance remains negative for 7 consecutive days, then the Daily Overdraft Fee is assessed and posted to your account, which results in a fee upon fee.

**Insufficient/Uncollected/Held Funds** - When you do not have sufficient available funds in your checking, NOW, statement savings or Money Market Account to cover a check or other debit, such as an ATM withdrawal, debit card transaction, preauthorized automatic debit, telephone-initiated transfer, or other electronic transfer, the check or debit is considered an insufficient funds item. When a hold is placed on your account due to a check you deposited, and you have debits (such as a check or ACH debit) attempting to clear, the check or debit is considered an uncollected item. When a hold is placed on your account due to pre-authorized debit card transactions, and you have other debits (such as a check or ACH debit) attempting to clear, the check or debit is considered a held funds item. This paragraph is meant to help you understand the meaning of the terms Insufficient Funds, Uncollected Funds and Held Funds. The items affecting your account could include checks, preauthorized debits, automated teller machine (ATM) withdrawals and transfers, point of sale (POS) transactions, automated clearinghouse (ACH) and other electronic withdrawals and transfers, telephone transfers, online bill payments, internet banking transactions, and in-person (in-branch) withdrawals.

**Available Balance** - At any particular time your available balance is the amount that is available for immediate withdrawal or to cover debit items, but the available balance is reduced by pending items that have not posted, such as pre-authorized debit card purchases.

When you use a debit card, ATM card, or other electronic means to make deposits or withdrawals, we may receive notice of the transaction before it is actually presented to us for payment, collection, or deposit. That notice may be in the form of a merchant authorization request or other electronic inquiry. When we receive the notice we may treat the transaction as if it were then posted to your account for the purpose of determining the amount of funds in your account to be used to pay other transactions presented against your account. We may conclusively rely on that notice even if the notice incorrectly describes the transaction or the amount in the notice differs from the amount actually posted to your account when the transaction finally settles. If the transaction is not settled within our established time period after receiving the notice (usually 48 hours), we will no longer treat it as if it were posted.

When we authorize a transaction, the transaction becomes a pending debit and we automatically place a hold on your account for the amount authorized. This can reduce the available balance in your account, meaning the amount necessary to avoid NSF, UNC or HF items. Some merchants (such as hotels, restaurants, gas stations, and car rental agencies) estimate the authorization amount, which will result in a hold that may be less or greater than the final amount of your purchase. For example, when you use a debit card at a gas station to authorize payment before you know how much gas you need, the available balance in your account is reduced by the amount for which the merchant receives authorization from us, which might exceed the amount of your actual purchase. The hold placed on your account for that authorized amount will be released when the authorized transaction is cleared through us or when the hold period expires, whichever occurs first. The hold period will not exceed 48 hours. When we authorize a transaction and place a hold on the account, the available balance in your account is reduced by the amount of the hold. As a result, funds in your account subject to the hold are not available for withdrawal or transfer by you in person or at an ATM, are not available for subsequent debit card transactions, and are not available to satisfy items presented for payment against your account, including checks, drafts, and pre-authorized transfers. A final settlement comes after the merchant's authorization request and is an instruction from the merchant to complete the transaction and deduct from your account the exact amount of your final purchase, which may be more or less than the amount of the hold. Your available balance could therefore be different from the amount you expect. This process could result in an NSF, UNC or HF item if you do not have the required balance to cover both the hold and any transactions, including checks, debited from your account.

Here is an example of how this can occur - assume for this example the following: (1) we pay the overdraft, and (2) our Held Funds Fee is \$36 per overdraft. You have \$120 in your account. You swipe your card at the card reader on a gasoline pump. Since it is unclear what the final bill will be, the gas station's processing system immediately requests a hold on your account in a specified amount, for example, \$80. Our processing system authorizes a temporary hold on your account in the amount of \$80, and the gas station's processing system authorizes you to begin pumping gas. You fill your tank and the amount of gasoline you purchased is only \$50. Our processing system shows that you have \$40 in your account available for other transactions ( $\$120 - \$80 = \$40$ ) even though you would have \$70 in your account available for other transactions if the amount of the temporary hold was equal to the amount of your purchase ( $\$120 - \$50 = \$70$ ). Later, another transaction you have authorized is presented for payment from your account in the amount of \$60 (this could be a check you have written, another debit card transaction, an ACH debit or any other type of payment request). This other transaction is presented before the amount of the temporary hold is adjusted to the amount of your purchase (remember, it may take up to two days for the adjustment to be made). Because the amount of this other transaction is greater than the amount our processing system shows is available in your account, our payment of this transaction will result in an overdraft transaction. Because the transaction overdraws your account by \$20, your account will be assessed the Held Funds Fee of \$36 according to our Schedule of Fees. You will be charged the \$36 fee according to our policy even though you would have had enough money in your account to cover the \$60 transaction if your account had only been debited for the amount of your purchase rather than the amount of the temporary hold or if the temporary hold had already been adjusted to the actual amount of your purchase.

You will be able to access your available balance information when using our Online Banking, Mobile Banking, Telebanking or by asking any of our branch personnel. You will not be able to access your available balance information at an ATM machine as it displays only your ledger (actual) balance.

**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 check to examine the signatures on the 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 account 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 notice of penalty for early withdrawal.

**BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS** - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on

behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. When you place your stop-payment order we will tell you what information we need to stop payment. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment.

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

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).

**AMENDMENTS AND TERMINATION** - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

**NOTICES** - Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the 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. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

**STATEMENTS - Your duty to report unauthorized signatures, alterations and forgeries** - You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures 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.

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. On a business account, you agree that you will have at least two people review your statements, notices, and returned checks, or in the alternative, the person who reviews these will be someone who does not have authority to transact business on the account.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries 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** - In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error - such as an encoding error. In addition, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing indorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

**ACCOUNT TRANSFER** - If you attempt to transfer or assign all or a part of your account, we will not be bound by the transfer or assignment until we agree in writing to the transfer or assignment. We are not required to accept or recognize any transfer or assignment. Unless we agree otherwise in writing, any rights of a transferee or assignee will be subject to our right of setoff or prior security interest. We have no obligation to notify you or any other person before disbursing any funds from your account in accordance with what we in good faith believe to be the terms of the transfer or assignment.

**DIRECT DEPOSITS** - 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 legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** - If the account documentation indicates that this is a temporary account agreement, it means that all account owners have not yet signed the signature card, or that some other account opening requirement has not been completed. We may give you a duplicate signature card so that you can obtain all of the necessary signatures and return it to us. 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.

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

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

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

**PAYMENT ORDER OF ITEMS** - The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees we charge you as a result.

Transactions at a teller window during regular business hours post as they occur. This includes teller transactions occurring at a branch that is open on a Saturday. Other transactions post when they are presented to us, which may include presentation to us on a Saturday. For example, ATM, debit card, On-Line Banking, and telephone banking (IVR) debit and credit transactions post immediately upon presentation to us if they are presented to us when our data processor's system is online (including Saturdays), but they post later if they are presented to us during our data processor's system offline period, which currently is an approximately nine-hour daily overnight period on Monday through Friday, an almost 36-hour period that begins in the evening on Saturdays, and all legal holidays. Transactions are not necessarily presented to us as they occur, and ordinarily are presented later. Finally, other transactions post on Monday through Friday only. For example, checks that are not presented directly at a teller window post on Monday through Friday in the offline period, which currently begins at approximately 8:00 pm. When checks are posted at that time they post in check number order. ACH transactions post on Monday through Friday only, at the beginning of the online period (approximately 5:15 am), except for international ACH transactions, which post at approximately 10:00 am. Likewise, Mobile Deposit and Xpress Deposit are held for posting in the evening, at approximately 5:30, posting on Monday through Friday only, although during online hours mobile transactions involving a transfer from a deposit account at Home Savings Bank to another deposit or loan account at Home Savings Bank post immediately upon presentation. We reserve the right to process and post items in any order we determine.

Posting an item changes the balance in your account, either by adding to the balance through crediting or by subtracting from the account through debiting. Funds from deposits made after the close of business on Friday might not be available to cover purchases you make by debit card over the weekend.

Items do not necessarily post in the order in which transactions occur. Rather, we group transactions into categories and then we post according to the category of the transaction. Transaction types are posted as follows:

	<b>presentment in ONLINE period:</b> * Monday through Friday from approximately 5:00 am to 8:00 pm * Saturday from approximately 5:00 am to 6:15 pm * <i>excludes</i> Sundays and legal holidays	<b>presentment in OFFLINE period:</b> * Sundays * legal holidays * overnight Monday through Saturday (approximately 8:00 pm to 5:00 am)
ATM transactions	post upon presentation to us	held for posting when back online posted in the order they were performed
Debit card transactions	post upon presentation to us	held for posting when back online, posting occurs based on transaction date when received by us
On-Line Banking	post upon presentation to us	held for posting when back online posted in the order they were performed
Mobile transfers from one Home Savings deposit account to another Home Savings deposit or loan account	post upon presentation to us	held for posting when back online posted in the order they were performed
Mobile Deposits	held for later posting; posting on Monday through Friday at approximately 5:30 pm	posting on Monday through Friday at approximately 5:30 pm
Xpress Deposits	held for later posting; posting on Monday through Friday at approximately 5:30 pm	posting on Monday through Friday at approximately 5:30 pm
Telephone Banking	post upon presentation to us	held for posting when back online posted in the order they were performed
Teller window transactions	branch hours only, post immediately	
Checks (not presented directly at teller window)	held for later posting; posting on Monday through Friday only, posting in check number order in the offline period (approximately 9:45 pm)	
ACH transactions	held for later posting; posting on Monday through Friday only, posting credits first, debits second, in low to high order, at the beginning of the online period (approximately 5:15 am, or at approximately 10:00 am for international ACH), and 12:00 pm and 3:45 pm for Same Day ACH)	

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

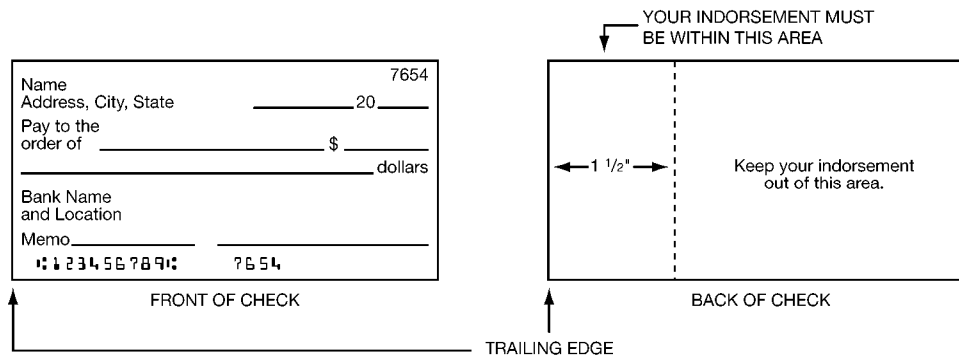
**CHECK PROCESSING** - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains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

**CHECK CASHING** - We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such 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.

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

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until 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. 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. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) 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 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).

Except for consumer electronic funds 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, such as positive pay or commercially reasonable security procedures, 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, unless we acted in bad faith or to the extent our negligence contributed to the loss. 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.

**TELEPHONIC INSTRUCTIONS** - 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 or leave by voice mail or on a telephone answering machine.

**MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS** - 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. We need not remind you of our recording before each phone conversation.

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. However, we must first obtain your consent to contact you about your account because we must comply with the consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to this account, and as authorized by applicable law and regulations.
- ◆ Your consent does not authorize us to contact you for telemarketing purposes (unless you otherwise agreed elsewhere).

With the above understandings, you authorize us to contact you regarding this account throughout its existence using any telephone numbers or email addresses that you have previously provided to us or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is 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 further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

**CLAIM OF LOSS** - 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.

**ADDRESS OR NAME CHANGES** - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. 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 address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you. We will rely on your address as it appears on our records for any and all communications we send to you unless you notify us of a change of address and we have had a reasonable opportunity to act on such notice. You agree to notify us if you change your address. You can do this at a branch office or by writing to:

Home Savings Bank  
Attn: Customer Care Center  
P.O. Box 1111  
Youngstown, Ohio 44501-1111

You also agree that if the U.S. Postal Service or one of its agents notifies us of a change in address for you, we may change your address based on this information. We have no liability to you if we change your address based on such information, even if the information provided by the U.S. Postal Service or its agent is incorrect.

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

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit a check 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.

**TRUNCATION, SUBSTITUTE CHECKS, AND OTHER CHECK IMAGES** - If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal 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.

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

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

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

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your deposit with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

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

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

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

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

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

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

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order.



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

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

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

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

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

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

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

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

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

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

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

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

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

**UNCLAIMED PROPERTY** - The law establishes procedures under which unclaimed property must be surrendered to the state. (We may have our own rules regarding dormant accounts, and if we charge a fee for dormant accounts it will be disclosed to you elsewhere.) Generally, the funds in your account are considered unclaimed if you have not had any activity or communication with us regarding your account over a period of years. Ask us if you want further information about the period of time or type of activity that will prevent your account from being unclaimed. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state. Once your funds are surrendered, we no longer have any liability or responsibility with respect to the funds.

**CASH TRANSACTION REPORTING** - To help law enforcement agencies detect illegal activities, the law requires all financial institutions to gather and report information on some types of cash transactions. If the information we need to complete the report is not provided, we are required to refuse to handle the transaction. If you have any questions regarding these rules, please contact your local Internal Revenue Service office.

**BACKUP WITHHOLDING/TIN CERTIFICATION** - Federal tax law requires us to report interest payments we make to you of \$10 or more in a year, and to include your taxpayer identification number (TIN) on the report (the taxpayer identification number is your social security number if you are an individual). Interest includes dividends, interest and bonus payments for purposes of this rule. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS a percentage of the interest that is earned on funds in your accounts. This is known as backup withholding. We will not have to withhold interest payments when you open your account if you certify your TIN and certify that you are not subject to backup withholding due to underreporting of interest. (There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements.) We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

**LOST, DESTROYED, OR STOLEN OFFICIAL OR TELLER'S CHECKS** - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen official or teller's check. To assert the claim: (a) you must be the remitter or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check. Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

**TRANSACTIONS BY MAIL** - You may deposit checks by mail. You should endorse the check being sent through the mail with the words "For Deposit Only" and should include your correct account number underneath to ensure the check is credited to the correct account. You should use the pre-encoded checking deposit slips found behind your checks in your checkbook. If you do not use your deposit slip or provide us with instructions indicating how or where the check should be credited, we may apply it to any account or any loan balance you have with us or we may return the check to you. Receipts for such transactions will be mailed to you only if a self-addressed stamped envelope is provided. Following your deposit, examine your statement carefully or call us to ensure that we received the item. Do not send cash through the mail for deposit.

**CHECK STORAGE AND COPIES** - You agree that you will not receive your canceled checks. We will store your canceled checks or copies of them for a reasonable retention period. You may request copies from us in the manner we require.

**NOW ACCOUNT ORGANIZATION** - We have organized your NOW account in a nontraditional way. Your NOW account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a

nontransaction subaccount (e.g., a savings subaccount). You cannot directly access the nontransaction subaccount, but you agree that we may automatically, and without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. This account organization will not change the amount of federal deposit insurance available to you, your available balance, the information on your periodic statements, or the interest calculation, if this is an interest-bearing account. You will not see any difference between the way your NOW account operates and the way a traditionally organized NOW account operates, but this organization makes us more efficient and helps to keep costs down.

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

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## ARBITRATION AGREEMENT

### PLEASE READ THIS ARBITRATION AGREEMENT CAREFULLY

You understand and agree that for Claims arising out of or relating to the Transactions described below,

- ◆ You are giving up your right to go to court;
- ◆ You are giving up or limiting your rights that might be available in a judicial proceeding such as the right to compel testimony and the right to appeal the decision on such Claims;
- ◆ You are giving up your right to join as a class representative or class member in any Class Action or Class Arbitration that you may have against us.

#### Definitions:

*Arbitration Agreement* refers to this contract mandating Arbitration of Claims arising from or relating to the Transactions described below.

*Arbitration* refers to a way of deciding disputes by a neutral person called an arbitrator. An arbitrator follows less formal procedures than a judge follows in court of law. An arbitrator decides the dispute with a binding award, meaning the award has the same obligatory effect as a decision by a court. A court may enforce an arbitration award, but a court's review of an arbitration award is limited.

*Claim* refers to any and all claims, disputes, or controversies based on contract, tort, statute, or otherwise between you and us about our respective rights, duties, obligations and liabilities arising out of or relating to the Transactions described below. Claim also refers to questions about if something is a Claim, how to conduct the Arbitration, and the interpretation of this Arbitration Agreement.

*Class Action* refers to a lawsuit involving a large group of people with similar claims against the same persons or companies.

*Class Arbitration* refers to an Arbitration involving a large group of people with similar claims against the same persons or companies.

*You and your* refer to the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account.

*We and us* refer to Home Savings Bank, its employees, agents, successors, and assigns.

*Transactions* refers to all your transaction, savings, or time accounts (such as your checking accounts, savings accounts, or certificates of deposit) with us, all actions taken with regard to such accounts, and all related documents, agreements and services, including, but not limited to:

- ◆ Account or member applications.
- ◆ Signature cards, account agreements, and terms and conditions.
- ◆ Deposits, withdrawals, transfers between accounts, electronic funds transfers, wire transfers, bill payments, overdraft lines of credit, and bounce protection, courtesy pay, or similar services.
- ◆ Check or draft payments, presentment, collection, honor, dishonor, return, and processing.
- ◆ Remotely created checks, check or draft certification, and cashier's checks or drafts.
- ◆ Funds availability and holds on funds.
- ◆ Fees, set-offs, and stop payment orders.
- ◆ Disclosures, notices, and periodic statements.
- ◆ Authorizations, unauthorized instruments, forgeries, alterations, and errors.
- ◆ IRA agreements or other agreements related to tax-advantaged accounts.
- ◆ Night depositories.

#### Agreement to Arbitrate.

At your or our election, any Claims between you and us that arise out of or relate to the Transactions are to be decided by neutral, binding Arbitration. Also, to the extent allowed by law, the validity, scope, and interpretation of this Arbitration Agreement is to be resolved by neutral, binding Arbitration.

#### Waiver of Class Action and Class Arbitration.

If you or we choose to arbitrate a Claim, you and we agree that no trial by jury or by judge and no other judicial proceeding, including Class Action proceedings, will take place. You and we also agree that Claims are to be heard and decided by one arbitrator only, only on an individual basis, and not as Class Arbitration.

#### Arbitration Providers and Their Rules.

For the Arbitration, you or we may choose one of the following Arbitration providers with its applicable rules: the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4605 ([www.adr.org](http://www.adr.org)), and the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.adrforum.com](http://www.adrforum.com)). You can get a copy of the rules of these Arbitration providers by contacting them or by visiting their respective websites.

#### Place of Arbitration and Costs.

The Arbitration hearing must be carried out in the federal judicial district where you live, unless you and we agree otherwise. If Arbitration begins, we shall advance any filing, administrative, commencement, service, or case management fees and arbitrator or hearing fees up to a total amount of \$1,000.00. You understand and agree that you may have to repay us later for part or all of the amount we have advanced to you. You are responsible for the fees of your own attorneys, experts, witnesses, and other costs of Arbitration. We are responsible for those costs that we incur. The arbitrator may decide, however, who is finally responsible for these fees and costs as provided by law.

#### Arbitrator's Authority.

The arbitrator must be a lawyer or a former judge. The arbitrator shall follow substantive law in making an award. The arbitrator has the authority to order specific performance, compensatory damages, punitive damages and any other relief allowed by applicable law. The Arbitration award is final and binding on all parties, except that the Federal Arbitration Act may provide for limited review. Any court having jurisdiction may enforce the Arbitration award.

#### Preservation of Remedies.

You or we can do the following without giving up the right to require Arbitration:

- ◆ Seek remedies in small claims court for Claims within that court's jurisdiction, unless these Claims are transferred, removed, or appealed to a different court. If so, either you or we can require the transfer of these Claims to Arbitration.
- ◆ Seek judicial provisional remedies.
- ◆ Exercise self-help remedies and take measures that do not involve a court or Arbitration, including, but not limited to, setting off against a deposit account.
- ◆ Comply with other contractual or mandatory regulatory procedures before a Claim may be brought to Arbitration.

#### Governing Law.

The Federal Arbitration Act (9 U.S.C. § 1 et. seq.) governs this Arbitration Agreement, and not any state law concerning Arbitration, including state law Arbitration rules and procedures.

## General Terms.

### This Arbitration Agreement

- ◆ Relates to Transactions involving interstate commerce.
- ◆ Is the entire agreement between you and us on Arbitration, replacing all previous written and oral negotiations and agreements between you and us on Arbitration, and it may be changed only by a signed written agreement between you and us.

If any part of this Arbitration Agreement is not enforceable, the rest is enforceable; but if the waiver of Class Action rights is unenforceable, this entire Arbitration Agreement is unenforceable.

The paragraph headings are solely for convenience and not for interpreting this Arbitration Agreement; therefore, they have no legal meaning.

### Waiver of Right to Trial by Judge or by Jury.

You and we understand and agree that

- ◆ You and we have a right to have Claims decided by a trial by judge or by jury, but if you or we so elect, you and we prefer to have them decided by an arbitrator;
- ◆ You and we are obligated by all the Arbitration Agreement terms; and
- ◆ You and we explicitly and knowingly give up our rights to trial by judge or by jury to the extent that you or we elect to have Claims decided by Arbitration, unless the law says otherwise.

**CAUTION** - You should read this Arbitration Agreement carefully. If you do not understand it, you should ask your attorney to explain it to you.

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## ELECTRONIC DISCLOSURES AND NOTICES

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or website). It also describes your rights in the event you consent to receiving electronic disclosures and notices. First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request. You understand prior to giving your consent that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us;
- (4) You can withdraw your consent at any time by calling us; and
- (5) You must promptly provide us with the information (such as an email address) needed to communicate with you electronically and update us as to any changes in such information by calling us.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided by law or in other agreements, you can give us all notices regarding your deposit accounts or your periodic statements, except for stop payment orders, by email using our then current email address, regardless of anything in this agreement to the contrary; however, we reserve the right to have any notices confirmed in writing upon our request.

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## YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

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

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

For determining the availability of your deposits, every day is a business day, except 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 day we are not open, 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.

### LONGER DELAYS MAY APPLY

**Case-by-case delays.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, 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.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

There is an emergency, such as failure of computer or communications equipment.

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 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 30th business day after the day of your deposit.

## DEPOSITS AT AUTOMATED TELLER MACHINES

Deposits made at Home Savings ATMs will have immediate availability of the lesser of \$200 or 50% of the deposit. The remainder of the deposit, if made prior to 8:00 P.M. on a business day, will be available on the second business day, or if made at ATMs after 8:00 P.M. on a business day or on a non-business day, will be available on the third business day after the day of deposit.

Deposits made at a non-Home Savings ATM if made prior to 8:00 P.M. on a business day will be available the second business day, or if made at ATMs after 8:00 P.M. on a business day or on a non-business day will be available on the third business day after the day of deposit.

All ATMs that we own or operate are identified as our machines.

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## OVERDRAFT POLICY

We want to educate you on the overdraft coverage available in the event sufficient available funds do not exist in your checking account to cover a purchase or transaction. We have several ways these transactions can be covered:

1. We can set up an Account Transfer from a statement savings, money market or separate checking account, and funds will be transferred to cover the transaction that would overdraw your checking account. There is a \$10.00 fee for the transfer.
2. You can discuss applicable business loan options with any of our lenders.
3. We also have our Overdraft Privilege in which we will strive to pay check and electronic debit items for you when funds are not available in your account. Overdraft Privilege is not a line of credit; fees can count against the overdraft limit amount. When an account has insufficient funds, uncollected funds or held funds, a \$36.00 fee is charged for every insufficient, uncollected or held funds item whether the item is paid or returned unpaid. It is the obligation of Home Savings to operate in accordance with all safety and soundness standards. Therefore, a continual evaluation of all accounts is performed to determine if it is financially sound to honor items that may cause an overdraft situation for a particular account. The account criteria evaluated are:
  - ◆ Age of Account
  - ◆ Deposit Balances
  - ◆ Deposit Regularity
  - ◆ Previous Overdraft Activity
  - ◆ Account Status relating to any legal or administrative order or levy
  - ◆ Status of Loan Obligations with Home Savings

Home Savings is not obligated to cover any items, defined as checks, preauthorized debits, automated teller machine (ATM) withdrawals and transfers, point of sale (POS) transactions, automated clearinghouse (ACH) and other electronic withdrawals and transfers, telephone transfers, online bill payments, internet banking transactions, and in-person (in-branch) withdrawals, presented for payment if the account does not contain sufficient available funds. Furthermore, service charges assessed against items presented against the account, does not obligate Home Savings to pay said request for funds, nor does it obligate Home Savings to provide written notice of the decision to refuse payment. Should a check be submitted or a transaction be made for funds exceeding what is available in the account, pursuant to the *All About Your Business Deposit Accounts* agreement, the account holder is responsible for the amount of any overdraft and applicable fees immediately. It is the obligation of the account holder to keep their account in good standing with Home Savings and to bring their account to a positive available balance immediately should an overdraft situation occur, without notice or demand from Home Savings.

**If the account holder would prefer that Home Savings not honor any items when there are not sufficient available funds in the account, the account holder may opt out of this discretionary service by contacting Home Savings and expressing this preference.** The account holder is fully aware that without this discretionary service or some other form of overdraft protection, such as an account transfer or line of credit (which is offered to qualified accounts), any items presented that overdraw the account may be returned unpaid with the applicable insufficient fund, uncollected fund or held fund fee charged to the account for each item.

The *All About Your Business Deposit Accounts* agreement prescribes the duties, obligations and rights of the Depositor, as well as the Authorized Signatories and Home Savings with regard to the account. The terms of the *All About Your Business Deposit Accounts* agreement supersedes the Overdraft Policy in any potential conflict of interests.

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## SPECIFIC ACCOUNT DETAILS

### SIMPLY BUSINESS CHECKING ACCOUNT

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Fees:**

A check fee of \$0.40 will be charged for each check paid in excess of 150 during a monthly statement cycle.

A deposit item fee of \$0.40 will be charged for each item deposited in excess of 150 during a monthly statement cycle.

### BUSINESS INTEREST CHECKING ACCOUNT

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

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

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Fees:**

A maintenance fee of \$10.00 will be charged each monthly statement cycle.

A check fee of \$0.15 will be charged for each check paid.

A deposit item fee of \$0.10 will be charged for each item deposited.

### EARNINGS CREDIT CHECKING ACCOUNT

**Earnings Credit** - This account features an earnings credit which is applied to reduce or eliminate some of the fees on the account. If the earnings credit exceeds those fees for any period, you will be assessed none of those fees but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit. The fees to which the earnings credit is applied are all fees except ATM, NSF and Returned Items.

**Earnings Credit Calculation** - The earnings credit will be calculated by applying the daily periodic earnings credit rate to the investable balance in the account each day of the period. The investable balance is the principal in the account reduced by 10%\*. At our discretion, the daily periodic earnings credit rate may change at any time. The earnings credit will be calculated and applied against fees incurred for the monthly statement cycle.

**Effect of closing an account** - If you close your account before the earnings credit is credited, you will not receive the earnings credit.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Accrual of earnings credit on noncash deposits** - Earnings credit begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Fees:**

A maintenance fee of \$15.00 will be charged each monthly statement cycle.

A check fee of \$0.15 will be charged for each check paid.

A deposit item fee of \$0.12 will be charged for each item deposited.

A cash services fee of \$0.10 per \$100.00 of cash and/or coin deposited will be charged after the first \$10,000.00 of such is deposited each monthly statement cycle.

\* **Reserve Requirement** - This is a percentage (%) of the amount of balances that Home Savings keeps on reserve with the Federal Reserve Bank to comply with regulations set by the Federal Reserve Board. If a rate is displayed on your analysis statement, that is the rate that is applied to your balances. If there is no rate displayed, then Home Savings is not assessing a reserve requirement. The reserve requirement rate percentage of 10% will be calculated for this account. This is a percentage of the account balance that will be omitted when calculating the earnings credit.

**IOLTA/IOTA CHECKING ACCOUNT**

**(for attorneys and title companies that are permitted to earn interest on trust accounts)**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

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

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Fees:**

A maintenance fee of \$8.00 will be charged each monthly statement cycle.

**ESTATE CHECKING ACCOUNT**

**(Estate Interest Checking Account)**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

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

**Minimum balance to open the account** - You must deposit \$25.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**PUBLIC FUNDS CHECKING ACCOUNT**

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Fees:**

A check fee of \$0.40 will be charged for each check paid in excess of 200 during a monthly statement cycle.

A deposit item fee of \$0.40 will be charged for each item deposited in excess of 200 during a monthly statement cycle.

**PUBLIC FUNDS INTEREST CHECKING ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

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

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Fees:**

A maintenance fee of \$10.00 will be charged each monthly statement cycle.

A check fee of \$0.15 will be charged for each check paid.

A deposit item fee of \$0.10 will be charged for each item deposited.

**PUBLIC FUNDS EARNINGS CREDIT CHECKING ACCOUNT**

**Earnings Credit** - This account features an earnings credit which is applied to reduce or eliminate some of the fees on the account. If the earnings credit exceeds those fees for any period, you will be assessed none of those fees but you will not be paid, carry forward or otherwise receive credit for any excess earnings credit. The fees to which the earnings credit is applied are all fees except ATM, NSF and Returned Items.

**Earnings Credit Calculation** - The earnings credit will be calculated by applying the daily periodic earnings credit rate to the investable balance in the account each day of the period. The investable balance is the principal in the account reduced by 10%\*. At our discretion, the daily periodic earnings credit rate may change at any time. The earnings credit will be calculated and applied against fees incurred for the monthly statement cycle.

**Effect of closing an account** - If you close your account before the earnings credit is credited, you will not receive the earnings credit.

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Accrual of earnings credit on noncash deposits** - Earnings credit begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Fees:**

A maintenance fee of \$15.00 will be charged each monthly statement cycle.

A check fee of \$0.15 will be charged for each check paid.

A deposit item fee of \$0.12 will be charged for each item deposited.

A cash services fee of \$0.10 per \$100.00 of cash and/or coin deposited will be charged after the first \$10,000.00 of such is deposited each monthly statement cycle.

\* **Reserve Requirement** - This is a percentage (%) of the amount of balances that Home Savings keeps on reserve with the Federal Reserve Bank to comply with regulations set by the Federal Reserve Board. If a rate is displayed on your analysis statement, that is the rate that is applied to your balances. If there is no rate displayed, then Home Savings is not assessing a reserve requirement. The reserve requirement rate percentage of 10% will be calculated for this account. This is a percentage of the account balance that will be omitted when calculating the earnings credit.

**BUSINESS STATEMENT SAVINGS ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every quarter. Interest will be credited to your account every quarter and at the end of the year.

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

**Minimum balance to open the account** - You must deposit \$100.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$5.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Statement Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by point-of-sale or similar order to third parties are limited to six per calendar month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, automatic transfer or payment out of this account) in excess of the above limitations.

**BUSINESS MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited to your account every month and at end-of-year.

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

**Minimum balance to open the account** - You must deposit \$2,500.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$10,000.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of the above limitations.

**PUBLIC FUNDS MONEY MARKET ACCOUNT**

**Rate Information** - Your interest rate and annual percentage yield may change.

**Frequency of rate changes** - We may change the interest rate on your account at any time.

**Determination of rate** - At our discretion, we may change the interest rate on your account.

**Compounding and crediting frequency** - Interest will be compounded every month. Interest will be credited monthly, when the statement cycles. Interest will be credited to your account at the end of each statement cycle as well as at year-end, if the statement cycle was not scheduled for December 31st.

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

**Minimum balance to open the account** - You must deposit \$10,000.00 to open this account.

**Minimum balance to avoid imposition of fees** - A service charge fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$10,000.00 any day of the cycle.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the first business day after the banking day you deposit noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Public Funds Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per calendar month. If account limitations are continuously exceeded, the account will be closed or converted to a checking account as required by federal regulations.

**Fees:**

An excessive transaction fee of \$10.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of the above limitations.

**CERTIFICATE OF DEPOSIT**

**Rate Information** - The interest rate on your account is \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %. You will be paid this rate until first maturity.

**Compounding frequency** - For Certificate of Deposit accounts with a maturity term of less than 365 days, interest will not be compounded. For terms of 12 months or more, unless otherwise paid, interest will be compounded every quarter.

**Crediting frequency** - For Certificate of Deposit accounts with a maturity term of less than 365 days, interest will be credited to your account at maturity. For terms of 12 months or more, interest will be credited to your account every quarter. Alternatively, you may choose to have interest paid to another account monthly or quarterly rather than credited to this account.

**Minimum balance to open the account** - You must deposit \$500.00 to open this account.

**Minimum balance to obtain the annual percentage yield disclosed** - You must maintain a minimum balance of \$500.00 in the account each day to obtain the disclosed annual percentage yield.

**Daily balance computation 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.

**Accrual of interest on noncash deposits** - Interest begins to accrue on the business day you deposit noncash items (for example, checks).

**Transaction limitations:**

You may not make any deposits into your account before maturity.

You may make withdrawals of principal from your account before maturity. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

You can only withdraw interest credited in the term before maturity of that term without penalty. You can withdraw interest only on the crediting dates.

**Time requirements** - Your account will mature \_\_\_\_\_ .

**Early withdrawal penalties** (a penalty may be imposed for withdrawals before maturity) -

- ◆ If your account has an original maturity of less than 30 days the greatest of:
  - ◆ one-half the interest that would have been earned on the withdrawal amount for the entire term,
  - ◆ all interest that has been earned, or
  - ◆ seven days interest, on the amount withdrawn subject to penalty, if the withdrawal is made within the first six days after the deposit.
- ◆ If your account has an original maturity of 30 days though 182 days:
  - The fee we may impose will equal 30 days interest on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of 183 days through 24 months:
  - The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- ◆ If your account has an original maturity of greater than 24 months:
  - The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

In certain circumstances such as the death or incompetence of an owner of this account, the law permits, or in some cases requires, the waiver of the early withdrawal penalty. Other exceptions may also apply, for example, if this is part of an IRA or other tax-deferred savings plan.

**Withdrawal of interest prior to maturity** - The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce earnings.

**Automatically renewable time account** - This account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in the account at maturity (or within the grace period mentioned below, if any) or we receive written notice from you within the grace period mentioned below, if any. If you prevent renewal, interest will not accrue after final maturity.

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have seven calendar days after maturity to withdraw the funds without a penalty.

**SCHEDULE OF FEES**

Account Closing (within 6 months of opening)	
For all Checking (except Estate) and Savings .....	\$25.00
Account Reconciliation (\$30.00 minimum) .....	\$30.00
Account Statement	
Interim Statement .....	\$3.00
Returned Statement .....	\$10.00
ATM/Visa® Debit Card	
Home Savings ATMs/withdrawals, transfers, deposits, balance inquiries .....	free
Non-Home Savings ATMs/designated Networks (as appearing on the back of your Visa Debit Card)/withdrawals, transfers, deposits, balance inquiries .....	\$2.00
Non-Home Savings ATMs/PLUS Network/withdrawals, transfers, balance inquiries .....	\$2.50
Point-of-Sale PIN-based purchases .....	free
Foreign Transaction (subject to 3rd party fees) .....	\$3.00
Card reissue (if lost, stolen or damaged) .....	\$10.00
Card reissue - Expedited .....	\$50.00
Chargeoff Processing Fee (per account) .....	\$30.00
Check Cashing	
Applies to checks and official checks drawn on Home Savings presented by a 3rd party .....	\$5.00
Check Printing .....	Varies by style and quantity
Check Processing	
Returned Deposited Item .....	\$12.50

Collections

Any fee charged by the collecting bank and any special mailing fees plus:

Domestic .....	\$20.00
International .....	\$35.00 per item
Dormant Mailing Fee .....	Up to \$20.00 for certified mail
Fax .....	\$1.00
Inactivity Fee	
<u>Savings Account</u> (no deposits, other than interest, or withdrawals for a 6 month continuous period and the account balance falls below \$100.00 any day of the month) .....	\$2.00 monthly
<u>Checking Account</u> (no deposits, other than interest, or withdrawals for a 3 month continuous period and the account balance falls below \$750.00 any day of the month) .....	\$5.00 monthly
Incorrect Tax ID Number .....	\$10.00
Legal Processing Fee	
Garnishment/Levy .....	\$50.00
Official Check .....	\$7.50
Insufficient Funds Fees (NSF)	
Paid items (for example, Paid EOD NSF Fee, Paid Non Sufficient Funds Charge, Paid ACH EOD NSF Fee) .....	\$36.00
Returned items (for example, Return Check NSF and ACH Return Charge) .....	\$36.00
Uncollected Funds Fees (UNC)	
Paid items (for example, Paid Uncollected Funds Charge, Paid ACH EOD UNF Fee and Paid EOD UNF Fee) .....	\$36.00
Returned items (for example, ACH Return Charge and Return Check UCF) .....	\$36.00
Held Funds Fee (HF)	
Paid items (for example, Paid EOD HF fee, Paid ACH EOD HF Fee, Paid Held Funds Charge) .....	\$36.00
Returned items (for example, Return HF, Return Check HF) .....	\$36.00
Daily Overdraft Fee (for example, Daily OD Fee)	
See WITHDRAWALS - Daily Overdraft Fee, page 2, for further explanation .....	\$10.00
Account Transfer from a Savings or Checking Account .....	\$10.00
Mobile Deposit (per deposited item) .....	\$0.00
Photocopy .....	\$1.00
Research	
Hourly (\$30.00 minimum) .....	\$30.00
Copy of item .....	\$3.00
Safe Deposit Box	
Annual Fee (in addition to tax):	
2x5, 3x5, 4x3, 4x4, 4x5, 5x5 .....	\$40.00
3x10, 4x10, 5x10, 6x10 .....	\$60.00
10x10 .....	\$80.00
Key Replacement .....	\$30.00
Drilling .....	\$125.00
Signature Card	
Temporary/Outstanding .....	\$10.00 per month
Stop Payment	
ACH Single Entry .....	\$36.00
ACH Revocation .....	\$36.00
Check .....	\$36.00
Unapproved Vendor Check (per item) .....	\$5.00
Verification of Deposit Account .....	\$5.00
Wire Transfer	
Domestic Incoming .....	\$20.00
Domestic Outgoing .....	\$20.00
International Incoming .....	\$40.00
International Outgoing .....	\$50.00

**YOUR ACCOUNT**

These are the accounts you have opened or inquired about. Further details about these accounts are inside this brochure. If the figures are not filled in, please see the insert that is with this disclosure or your periodic statement.

- SIMPLY BUSINESS CHECKING ACCOUNT**
- BUSINESS INTEREST CHECKING ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$249,999.99, but less than \$500,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is more than \$99,999.99, but less than \$250,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.



- ◆ **Tier 5** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 6** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 7** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 8** - If your daily balance is more than \$4,999.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 9** - If your daily balance is more than \$99.99, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**EARNINGS CREDIT CHECKING ACCOUNT**

The daily periodic earnings credit rate for your account is \_\_\_\_\_ %.

**IOLTA/IOTA CHECKING ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$4,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is \$4,999.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**ESTATE INTEREST CHECKING ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 5** - If your daily balance is more than \$2,499.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**PUBLIC FUNDS CHECKING ACCOUNT**

**PUBLIC FUNDS INTEREST CHECKING ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$99,999.99, but less than \$500,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is more than \$99.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**PUBLIC FUNDS EARNINGS CREDIT CHECKING ACCOUNT**

The daily periodic earnings credit rate for your account is \_\_\_\_\_ %.

**BUSINESS STATEMENT SAVINGS ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$7,500.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$99.99, but less than \$7,500.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**BUSINESS MONEY MARKET ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$100,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$49,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$24,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is more than \$9,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**PUBLIC FUNDS MONEY MARKET ACCOUNT**

**Rate Information:**

- ◆ **Tier 1** - If your daily balance is \$1,000,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 2** - If your daily balance is more than \$499,999.99, but less than \$1,000,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 3** - If your daily balance is more than \$99,999.99, but less than \$500,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 4** - If your daily balance is more than \$9,999.99, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.
- ◆ **Tier 5** - If your daily balance is \$9,999.99 or less, the interest rate paid on the entire balance in your account will be \_\_\_\_\_ % with an annual percentage yield of \_\_\_\_\_ %.

**CERTIFICATE OF DEPOSIT**



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