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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 endorsements of rules, 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 Nevada 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 several (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another person with access to this account. This liability is due and payable in addition to your obligation to the bank, and you can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys’ fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; and you and an authorized signer or similar party. This third party taking an interest in your account 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 you only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim alteration, encoding error, counterfeit cashier’s check or other problem which in our
Generally - FUNDS (NSF) FEES - UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT

than a time deposit or demand deposit, or from any other savings account as contractual terms relating to overdrafts and NSF transactions. You avoid being assessed fees or charges. This section also provides concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. Please see our funds endorsement 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 endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated checks - A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, we will not honor a postdated check unless we were liable for honoring the check in your name, 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. You may not make payments by any means for 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.

Cash withdrawals - We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider using a debit card or direct deposit. We make no representations as to the responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

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

Notice of withdrawal - We are required by law to reserve for not less than 7 days’ notice in writing before each withdrawal from any 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 require prior notice. Notice may be in any form convenient to us and may be subject to penalty. See your notice of penalty for early withdrawal.

UNDERSTANDING AND AVOIDING OVERDRAFT AND NONSUFFICIENT FUNDS (NSF) FEES - Generally - The information in this section is being provided to help you understand and avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions. An overdraft account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and a processing fee charged. If the requested payment is returned. In either situation, we can charge you a fee.

Determining your available balance - We use the “available balance” method to determine whether your account is overdrafted, that is, whether there is enough money in your account to pay for a transaction. Importantly, your “available balance” does not include any “held” deposits or payments (e.g., an “actual” balance). If you have a held deposit, this may mean an overdraft or an NSF transaction could occur regardless of your account’s actual balance.

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

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

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraft your account. However, the fact that we may honor withdrawal requests that overdraft the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regularly and do not need to maintain a frequent or substantial balance to avoid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft line of credit, an overdraft service, or if you have a high credit score or an overdraft history with us. You agree that we may charge fees for overdrafts.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

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

Funds availability - Knowing when funds you deposit into your checking account will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability policy disclosure for information on when different types of deposits will be made available for withdrawal. 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 any time between the times we receive the item and when we return the item or send a notice in lieu of return. Depending on how you use your account and whether you happen to have a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.
A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money, which may be more than the actual amount of your purchase. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold is authorized against your account, but it will not be reduced until the merchant debits your account. The temporary hold amount will eventually be adjusted to the actual amount of your purchase, but it may be up to three days before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented to us for payment during the temporary hold period, the deduction from the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if the merchant would have had enough money in your account had there been no temporary hold. We will honor the authorization until we actually receive written instruction, withdrawal slip, deposit adjustment, any other instruction or order to a third party during any calendar month (or statement cycle of at least four weeks). A preauthorized transfer includes any arrangement with us to pay a party from your account at (i) a predetermined time; (ii) on a fixed schedule or (iii) upon oral or written orders including orders received through the automated clearing house (ACH). If the transfer or withdrawal is initiated in person or by telephone, there is no limit on the number of payments or transfers that may be made directly to you, directly to us for amounts you owe us, or transfers to other accounts you have with us. Withdrawals by phone are also unlimited if you are requesting that a check be mailed to you.

Amendments and Termination - We may change any term of this agreement or your account, rules or payments in light of new laws or rules 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 upon the account balance personally or by mail. Item presentations 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 or review your request, we suggest that it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

Notice - 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 may require it to 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 each time you receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We may require it to 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.

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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 fund 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 indicated in this section cover 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 payment or transfer is made. If you request that a stop-payment order be handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Your stop-payment order is effective for six months from it is given to us in writing or by another means of payment. If the order is given to us in writing, it must be in a form such that it can be retrieved and can be heard or read and understood – you can ask us what type of stop-payment records you can give us. 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 is effective for six months from your oral order or by another type of record within that period. We are not obligated to notify you when a stop-payment order expires. If you stop payment on an item and we incur any damages or expenses because of our failure to make the payment, payment, you agree in indemnity to pay us those damages or expenses, including attorneys’ fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).
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 review and report errors or problems - 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 or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items to you or we examine those items or images, you agree that we have exercised ordinary care if our automated processing is consistent with any information other than what is encoded in magnetic ink. You agree that 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 to deduct the amount of the due and payable debt in this account 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 your liability.

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 within the past six years. 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, less any interest, fees or expenses that are owed by you. Any restriction or instruction placed on checks 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; (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest); or (c) the debtor’s right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

RESTRICTIVE LEGENDS OR ENDORSEMENTS - The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or costs, or from your placement of a restrictive legend or instruction. You agree to confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that we will indemnify, defend, and hold you harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

DEATH OR INCOMPETENCE - You agree to notify us promptly if any person with a right to withdraw funds from your account 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 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 opening and maintaining 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.

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

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...
ACCOUNT SECURITY -

Duty to protect account information and methods of access - It is your responsibility to protect the account numbers and electronic access devices (such as ATM cards) provided you on a regular basis. You should not divulge, 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 it unintentionally or otherwise to another person (a family member or coworker, for example) 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 then be used in the account even though you did not contact us directly and order the payment. You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive pay and other fraud prevention services - Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if you acted in bad faith or to the extent of negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any losses sustained by us as a result of non-compliance with the security procedures you have selected.

The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

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.

EDITING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS - In the regular course of our business, we may monitor and record phone conversations made or received by our employees or our agents. Similarly, we may monitor and record e-mail or conversations on our website between you and our employees or agents. You agree that we will have such right with respect to all phone conversations, e-mail or conversations between you and our employees or our agents, whether initiated by you or any of our employees or agents. We may contact you by telephone in connection with the Account, directly or through an agent - for example, to collect amounts owed on the Account, to notify you of potential draft items and other transactions on your account, or for other account-serving purposes. If at any time you provide a telephone number at which you may be contacted, you consent to receive calls (including autodialed calls and prerecorded messages) at that mobile number from us, our successors and assigns, and our affiliates, agents and independent contractors, including servicers and collection agents, regarding the Account or your related financial obligations.

You consent and further agree that: (1) these telephone calls, from us or on our behalf, may be made: (a) to the telephone number(s) that you provided on the Account application, (b) to any telephone number(s) that you later provide to us, and/or (c) to any telephone number(s) that we are permitted by law to use to contact you; (2) these calls may be sent using automatic dialing equipment and/or include prerecorded messages; (3) other communications, including mobile text messages, may be sent to the same telephone number(s) (technology permitting); (4) you may be charged by your service provider for these calls in accordance with your service plan between you and your current telephone provider; (5) these calls and/or messages are not "unsolicited" calls for purposes of applicable law; and (6) except to the extent prohibited by applicable law, other communications, including, but not limited to, fax, internet, email, and non-mobile email messages, may be sent to you.

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 an unsworn declaration under penalty of perjury that you are entitled to make a claim for 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 if we believe you have not waived 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.

EACH CHECK IS A SEPARATE TRANSACTION FOR THE PURPOSE OF EARLY WITHDRAWAL PENALTIES - We may impose early withdrawal penalties on a withdrawal from a time account even if you don’t initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setup of funds in the account or as a result of an attachment or other legal process. We may close the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

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 needs to be in writing and may be recorded in your account. Legal enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals may be sent to you. A service charge, processing fee, or cash advance fee may be charged for any loss you 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 compliance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we will 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 is a check created by you. A service charge, processing fee, or cash advance fee may be charged for any loss you 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 compliance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we will not have to accept any other electronic or paper image of an original check.

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, check drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

ODERdRAFt pReTEnT - Unless you have agreed otherwise in writing, we will not pay any overdraft fee if we pay the overdraft by transferring funds to your account from an account authorized by you. A service charge, processing fee, or cash advance fee may be charged for the transfer.

Note: Overdraft transfers will be made in increments of $100. The bank has the right to charge your overdraft credit in excess of the credit limit available to permit payment of any item, but the bank has no obligation to do so. Your credit limit is exceeded, additional fees may apply.
**REPORTING TAX-RELATED INFORMATION** - We recognize the first person listed on the account application as the primary account owner for the purpose of reporting account information to you or to government agencies. You should promptly review the accuracy of the information we report and immediately notify us if corrections are required. This information can include interest, credit balances or payments to or from you, including deposits and withdrawals, and the fair market values of accounts.

Overdraft Protection from a Money Market Savings account will be done in the correct amount, to the correct beneficiary, and not otherwise erroneous.

**ACCOUNT CLOSURE** - Any accrued interest on your account may be forfeited upon closure. If your account reaches a zero balance for a period of at least six consecutive months, we may consider your account closed. Your account may also incur a fee for closing the account. Please see the fee schedule for details on closure fees specific to your account.

**ACCESS RESTRICTIONS** - The bank reserves the right to implement access restrictions based on account history, activity or derogatory information reported from credit/debit reporting agencies. The bank will notify you of any access restrictions. You have the right to have these restrictions removed after 6 months of account activity from implementation of the restriction.

**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 ETA.

**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 by mail in writing, but you must 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 to us that part of any funds transfer that is conducted by Fedwire. This is a section 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.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your order. Unless we specifically notify you otherwise, we will not in any way be deemed to have received any payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. We may only accept an order or amend an order if the 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 identify the account. However, any identifying number that is used must be 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 or telephonic confirmation** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancelation.

**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 before we make 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 for funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or other clearinghouse. If such credit 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 writing, at any other address at which you maintain a relationship with us.

**Cancelation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancelation 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 will be in writing and will be signed by you in accordance 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 a payment order.

**Errorneous 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 or agent.

**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 order and notify us of your objection to the payment within one year of our notice to you.

**Pledges** - Each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary.

**Power of attorney** - You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.)
This may be done by allowing your agent to sign in that capacity by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not “durable,” it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice that you have actual knowledge of the termination of the authority or the death of your agent, or (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

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

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 up 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 and click on the Deposit Insurance link. The link includes deposit coverage information about certificate of deposit accounts, and the way a traditionally organized interest checking account operates, but this organization makes us more efficient and helps to keep costs down.

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 different than what 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.

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 in your payer identification number (three digits plus the “owner’s” last name and the last two digits of the social security number) on the form. (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.) 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, have a TIN but do not want to provide it to us, 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 CERTIFIED, CASHIER’S OR TELLER’S CHECKS - Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier’s or teller’s check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) 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 (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance. So the court would terminate the authority or the death of an owner, 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 issue another certified check. At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we may 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 at any time by giving you notice that your account will be changed to another product on a specified date. If your account is a time account, the change will not occur before the next maturity date of your account. If you do not close your account before the date specified in the notice, we may change your account to that other product on the date specified in the notice.

TRANSACTIONS BY MAIL - You may deposit checks or drafts by mail. You should not mail deposits that are more than six months old. In the words of “Deposit Only” and should include your correct account, or go to www.farmbureau.bank and print out a deposit slip. If you do not use your deposit slip or provide us with instructions indicating how or where the item should be credited, we may apply it to any account or any loan balance you have with us or we will return the item. 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 cancelled checks. We will store the copies of checks or writers copies of them for a reasonable retention period. You may request copies from us in the manner we require.

INTEREST CHECKING ACCOUNT ORGANIZATION - We have organized your interest checking account in a nontraditional way. Your interest checking account consists of two subaccounts. One of these is a transaction subaccount (e.g., a checking subaccount). You will transact business on this subaccount. The other is a 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. We will make these automatic transfers so that your ability to use your funds through your interest-earning checking subaccount will be no different than for traditional interest checking accounts. You will not see any difference between the way your interest checking account operates, and the way a traditionally organized interest checking account operates, but this organization makes us more efficient and helps to keep costs down.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to deposit transaction accounts. The bank reserves the right to process holds on other types of accounts. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive the deposit. Electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash from an ATM and we will use 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. These funds will be available at the time funds from the check the 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 $225 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 may not deposit the check will not be paid.

You deposit checks totaling more than $5,525 on any one day.

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.
You are a new customer and your new account is less than 30 days old. 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**

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

Funds from all other check deposits will be available on the eleventh business day after the day of your deposit.

**SPECIFIC ACCOUNT DETAILS**

**BUSINESS CHECKING ACCOUNT**

- **Minimum balance to open the account** - You must deposit $50.00 to open this account.
- **E-Option:** Select this option to receive your statements electronically.

**BUSINESS ADVANTAGE CHECKING ACCOUNT**

- **Minimum balance to open the account** - You must deposit $50.00 to open this account.
- **Minimum balance to avoid imposition of fees** - An Account Maintenance fee of $10.00 will be imposed every statement cycle if the average daily balance for the cycle falls below $10,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- **Statements:** You will receive your statements electronically. eStatements are free. You must contact us to opt-out of eStatements, there may be a fee for paper statements.
- **Fees:** A Transaction fee of $0.50 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account, excluding debit card transactions) in excess of 500 during a monthly statement cycle.

**SPECIFIC ACCOUNT DETAILS**

**BASIC BUSINESS CHECKING ACCOUNT**

- **Minimum balance to open the account** - You must deposit $50.00 to open this account.
- **Minimum balance to avoid imposition of fees** - An Account Maintenance fee of $20.00 will be imposed every statement cycle if the average daily balance for the cycle falls below $10,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- **Statements:** You will receive your statements electronically. eStatements are free. You must contact us to opt-out of eStatements, there may be a fee for paper statements.
- **Fees:** A Transaction fee of $0.50 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account, excluding debit card transactions) in excess of 500 during a monthly statement cycle.

**SERVICE FEES**

- A monthly Remote Check Deposit fee of $25.00 will be charged for the use of Remote Check Deposit services when using single-feed scanner. This fee can be waived if an average daily balance of $15,000.00 is maintained.
- A monthly Remote Check Deposit fee of $50.00 will be charged for the use of Remote Check Deposit services when using multi-feed scanner.
- A monthly Positive Pay fee of $40.00 will be charged for the use of Positive Pay services including Account Reconciliation. This monthly fee can be waived if an average daily balance of $15,000.00 is maintained.
- A monthly TMS Account Reconciliation fee of $20.00 will be charged for the use of the Account Reconciliation product. This monthly fee can be waived if an average daily balance of $15,000.00 is maintained.

**PACKAGE FEES**

- If you choose to enroll in more than one of the above services, you will automatically be enrolled in one of the below packages and those fees and minimum balances will apply.

**TMS Package A**

- A monthly package fee of $65.00 will be charged for the use of two treasury management products/services (Remote Check Deposit and Positive Pay). This monthly fee can be waived if an average daily balance of $20,000.00 is maintained.

**SPECIFIC ACCOUNT DETAILS**

**BUSINESS ADVANTAGE CHECKING ACCOUNT**

- **Minimum balance to open the account** - You must deposit $50.00 to open this account.
- **Minimum balance to avoid imposition of fees** - An Account Maintenance fee of $10.00 will be imposed every statement cycle if the average daily balance for the cycle falls below $10,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.
- **Statements:** You will receive your statements electronically. eStatements are free. You must contact us to opt-out of eStatements, there may be a fee for paper statements.
- **Fees:** A Transaction fee of $0.50 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account, excluding debit card transactions) in excess of 500 during a monthly statement cycle.

**SERVICE FEES**

- A monthly Remote Check Deposit fee of $25.00 will be charged for the use of Remote Check Deposit services when using single-feed scanner. This fee can be waived if an average daily balance of $15,000.00 is maintained.
- A monthly Remote Check Deposit fee of $50.00 will be charged for the use of Remote Check Deposit services when using multi-feed scanner.
- A monthly Positive Pay fee of $40.00 will be charged for the use of Positive Pay services including Account Reconciliation. This monthly fee can be waived if an average daily balance of $15,000.00 is maintained.
- A monthly TMS Account Reconciliation fee of $20.00 will be charged for the use of the Account Reconciliation product. This monthly fee can be waived if an average daily balance of $15,000.00 is maintained.

**PACKAGE FEES**

- If you choose to enroll in more than one of the above services, you will automatically be enrolled in one of the below packages and those fees and minimum balances will apply.

**TMS Package A**

- A monthly package fee of $65.00 will be charged for the use of two treasury management products/services (Remote Check Deposit and Positive Pay). This monthly fee can be waived if an average daily balance of $20,000.00 is maintained.
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 day. Interest will be credited to your account every month.

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 - There is no minimum 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 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).

Transactions - This is an E-Option account. You will receive your statements electronically. eStatements are free.

Transaction limitations: Transfers from a Business Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle.

Fees: A Monthly Service Fee of $10 will be imposed each monthly statement cycle if the average daily balance of the monthly statement cycle falls below an average daily balance of $15,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

An excessive withdrawal penalty fee of $5.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six during a statement cycle. If excessive withdrawals continue, account type may be changed.

FB-ORG 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 day. Interest will be credited to your account every month.

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 - There is no minimum 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 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).

Transactions - This is an E-Option account. You will receive your statements electronically. eStatements are free.

Transaction limitations: Transfers from a Business Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle.

Fees: A Monthly Service Fee of $10 will be imposed each monthly statement cycle if the average daily balance of the monthly statement cycle falls below an average daily balance of $15,000.00. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

An excessive withdrawal penalty fee of $5.00 will be charged for each debit transaction (withdrawal, check paid, automatic transfer or payment out of this account) in excess of six during a statement cycle. If excessive withdrawals continue, account type may be changed.

CERTIFICATES OF DEPOSIT

Rate Information (fixed rate account) - Refer to your New Account letter or your maturity notice. You will be paid this rate from account opening date until the first maturity date.

Step-up Option Plan and Rate Information: Refer to your New Account letter or your maturity notice. The interest rate and annual percentage yield may change. We will not change the rate on your account during the term of the account. However, you have the option to exchange this interest rate during the first term of this account if the term is one year or greater. The new interest rate will be the rate then being offered on time deposits equal to maturity as the original term of this certificate. This exchange will be at no cost to you. If you make an exchange, the maturity date of this account will remain the same as originally scheduled. You may exercise this exchange option once during the first term, but not during any renewal term.

Compounding frequency - Interest will be compounded every day.

Crediting frequency - Interest will be credited to your account every month.

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 $1,000.00 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 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 only if we agree at the time you request the withdrawal. 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 any time during the term of crediting after it is credited to your account.

Time requirements - Your account will mature on the date reflected on your CD receipt.

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

The fee we may impose will equal at least 7 days simple interest and will vary based on the simple interest projected to be earned over the term of the time deposit as follows:

CD Terms: Penalty:
Less than 12 months..................................................3 months interest
12 months to less than 24 months ............................9 months interest
24 months to less than 48 months ............................9 months interest
48 months and greater .............................................12 months interest

FB-Org CD (12 months)....................................................6 months interest

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.

For any time deposit which earns an interest rate that may vary from time to time during the term, the interest rate we will use to calculate this early withdrawal penalty will be the interest rate in effect at the time of the withdrawal.

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 by telephone/electronic notice, 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 continue to accrue after final maturity for up to ten days. The interest rate will be the last rate in effect immediately before maturity.

Standard CDs - 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.

CD Specials - Renewal terms for CD Specials will automatically renew beginning on the maturity date based on the following:

If your term is less than 6 months it will renew for 6 months if your term is 12 months or more but less than 24 months it will renew for 12 months if your term is 24 months or more it will renew for 24 months

FB-Org CD has an original term of 12 months and it will renew for 12 months, beginning on the maturity date.

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

YOUR ACCOUNT

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

FB MEMBER MONEY MARKET ACCOUNT

| Tier 1: | Less than $2,500 | Tier 2: $2,500-$24,999 |
| Tier 3: $25,000 and up |

For current rates, go to www.farmbureau.bank or review the rate sheet provided or call 1.800.492.3276.

PERFORMANCE MONEY MARKET ACCOUNT

The following interest rate tiers apply:

| Tier 1: Less than $2,500 |
| Tier 2: $2,500-$24,999 |
| Tier 3: $25,000-$49,999 |
| Tier 4: $50,000 and up |

For current rates, go to www.farmbureau.bank or review the rate sheet provided or call 1.800.492.3276.
BUSINESS MONEY MARKET ACCOUNT
The following interest rate tiers apply:
• Tier 1: Less than $2,500
• Tier 2: $2,500-$9,999
• Tier 3: $10,000-$24,999
• Tier 4: $25,000-$49,999
• Tier 5: $50,000-$99,999
• Tier 6: $100,000-$249,999
• Tier 7: $250,000-$499,999
• Tier 8: $500,000-$999,999
• Tier 9: $1,000,000 and up
For current rates, go to www.farmbureau.bank or review the rate sheet provided or call 1.800.492.3276.

FB-ORG MONEY MARKET ACCOUNT
The following interest rate tiers apply:
• Tier 1: Less than $2,500
• Tier 2: $2,500-$9,999
• Tier 3: $10,000-$24,999
• Tier 4: $25,000-$49,999
• Tier 5: $50,000-$99,999
• Tier 6: $100,000-$249,999
• Tier 7: $250,000-$499,999
• Tier 8: $500,000-$999,999
• Tier 9: $1,000,000 and up
For current rates, go to www.farmbureau.bank or review the rate sheet provided or call 1.800.492.3276.

CERTIFICATE OF DEPOSIT
The interest rate for your CD is provided on your CD receipt.
## Business Deposit Account Fee Schedule

Effective as of February 26, 2019

This Fee Schedule is part of the Farm Bureau Bank Terms and Conditions and Disclosures on your account.

### Business Checking

**Monthly Account Fee**
- Includes 0 – 200 debit transactions per month.\(^1\)
- Can be waived if you maintain an average daily balance of at least $1,000 within a monthly cycle.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Account Fee</td>
<td>$10.00 / month per account</td>
</tr>
<tr>
<td>Additional per Item Fee</td>
<td>$0.50 each(^2)</td>
</tr>
<tr>
<td>Wire Transfer Services</td>
<td></td>
</tr>
<tr>
<td>- Incoming – Domestic/International</td>
<td>$12.50 / transfer</td>
</tr>
<tr>
<td>- Outgoing – Domestic</td>
<td>$25.00 / transfer</td>
</tr>
<tr>
<td>- Outgoing – International</td>
<td>$40.00 / transfer</td>
</tr>
</tbody>
</table>

Online Banking
- Additional Services (available by request):
  - Tax Payments
  - Multi-User Administration
  - Payroll
  - Access to Treasury Management Services\(^4\)
- Online Bill Pay: Free

### Business Advantage Checking

**Monthly Account Fee**
- Includes 0 – 500 debit transactions per month.\(^1\)
- Can be waived if you maintain an average daily balance of at least $1,000 within a monthly cycle.

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Account Fee</td>
<td>$20.00 / month per account</td>
</tr>
<tr>
<td>Additional per Item Fee</td>
<td>$0.50 each(^3)</td>
</tr>
<tr>
<td>Wire Transfer Services</td>
<td></td>
</tr>
<tr>
<td>- Incoming – Domestic/International</td>
<td>Free</td>
</tr>
<tr>
<td>- Outgoing – Domestic ( Initiated online)</td>
<td>$10.00 / transfer</td>
</tr>
<tr>
<td>- Outgoing – Domestic ( Initiated by phone)</td>
<td>$25.00 / transfer</td>
</tr>
<tr>
<td>- Outgoing – International</td>
<td>$40.00 / transfer</td>
</tr>
</tbody>
</table>

### Business Online Banking
- Additional Services (available by request):
  - Tax Payments
  - Multi-User Administration
  - Payroll
  - Access to Treasury Management Services\(^4\)
- Online Bill Pay: Free

### Treasury Management Services

The following services are optional and only available with Business Advantage Checking or Business Analysis Checking. All services are subject to approval; additional fees may apply.

#### Remote Check Deposit
- Single-feed Scanner: $25.00 / month per scanner\(^6\)
- Can be waived if you maintain an average daily balance of at least $15,000 within a monthly cycle.
- Multi-feed Scanner: $50.00 / month per scanner
- Positive Pay + Account Reconciliation: $40.00 / month\(^6\)
- Account Reconciliation (without Positive Pay): $20.00 / month\(^7\)
- Can be waived if you maintain an average daily balance of at least $25,000 within a monthly cycle.
- Package A: $65.00 / month
  - Includes enrollment in Remote Check Deposit and Positive Pay services. Only a single-feed scanner is eligible for package pricing. Can be waived if you maintain an average daily balance of at least $20,000 within a monthly cycle.
- Package B: $45.00 / month
  - Includes enrollment in Remote Check Deposit and Account Reconciliation services. Only a single-feed scanner is eligible for package pricing. Can be waived if you maintain an average daily balance of at least $20,000 within a monthly cycle.

### Debit Card Fees & Limits

#### Card Replacement Fee
- $5.00 / each

#### ATM Surcharge Rebate
- Up to $15.00

Farm Bureau Bank refunds the first five (5) ATM usage fees each month for transactions (with a maximum up to $15) at ATMs in the United States.

#### Debit Card Transaction Limits
- Per card, per calendar day.
  - ATM Cash Withdrawal: $505.00
  - Point-of-Sale Purchases: $1,005.00

### Overdrafts & Returned Items

#### Returned NSF Item Fee
- $30.00 / item
  - Assessed for each withdrawal request made by check, in person, or by other electronic means that Farm Bureau Bank returns without paying due to non-sufficient funds.

#### Bill Pay NSF Item Fee
- $25.00 / item
  - An additional charge for NSF items that were originated using Farm Bureau Bank’s bill payment service.

#### Paid Overdraft Item Fee
- $30.00 / item
  - Assessed for each withdrawal request made by check, in person, or by other electronic means that Farm Bureau Bank elects to pay, in its sole discretion, which creates an overdraft in the account.

#### Returned Deposit Fee – Accountholder
- $20.00 / item
  - Each item you deposit that is written on a non-Farm Bureau Bank account that is later returned.

#### Returned Deposit Fee – Third-Party Account
- $5.00 / item
  - Each item you deposit that is written by a third-party that is later returned.

#### Positive Pay Check Exception – Return Fee
- Only applies to account with Positive Pay TMS.
  - $10.00 / item

### Savings Accounts

#### Monthly Service Fees

- Business Money Market Account
  - $10.00 / month per account
  - Can be waived if you maintain an average daily balance of at least $15,000 within a monthly cycle.

- FB-Org Money Market Account
  - Free
  - Available to Farm Bureau organizations ONLY.

#### Excessive Withdrawal Penalty Fee
- $5.00 each
  - Transfers or withdrawals from your savings and money market accounts are limited to six (6) transactions per monthly statement cycle. Transfers or withdrawals over this limit may be subject to additional fees. Farm Bureau Bank will notify you of excessive withdrawals. Refer to your Deposit Terms and Conditions for limited transaction types.

### Other Services & Maintenance Fees

#### Stop Payment
- $25.00 / item

#### Cashier’s Check
- $5.00 / item

#### Research
- $15.00 / hour
  - Half-hour minimum.

#### Early Account Closing
- $25.00
  - May be assessed if account is closed within 90 days of opening.

#### Copies

- Statement: $5.00 / item
- Account Activity: $5.00 / item
- Check or Deposit Slip: $1.00 / item

Fees may be charged for additional services. The schedule of fees for such services will be made available to you in a separate disclosure or in the agreement for the additional service.

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\(^1\) Debit transactions include all debits (i.e., ACH, checks, withdrawals) except Farm Bureau Bank debit card transactions and internal transfers.

\(^2\) For all debit transactions over 200 (excluding debit card transactions).

\(^3\) For all debit transactions over 500 (excluding debit card transactions).

\(^4\) Subject to approval; additional fees may apply for requested services.

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