



Important Disclosures and Fee Schedules

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All Enclosed Information is Accurate As of March 1, 2023



888.801.1666
middlefieldbank.bank



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CASH BACK REWARDS CHECKING

Minimum balance to open the account: You must deposit \$50.00 to open this account.

When the CASH BACK REWARDS CHECKING qualifications are met:

Tier 1* – If your MB Debit Card point of sale purchases that post and settle totaling \$500 to \$999.99, the monthly cash reward earned will be \$5.00.

Tier 2* – If your MB Debit Card point of sale purchases that post and settle totaling \$1,000 to \$1,499.99, the monthly cash reward earned will be \$10.00.

Tier 3* – If your MB Debit Card point of sale purchases that post and settle totaling \$1,500 or more, the monthly cash reward earned will be \$15.00.

*Tiers are not cumulative you may only qualify for one tier per Qualification Cycle.

Effect of closing an account: If you close an account before cash back rewards are credited to your account any accrued but uncredited cash back rewards will be forfeited.

Fees:

- A Monthly Paper Statement Fee of \$5.00 will apply any month account is not enrolled in e-statements. Monthly Paper Statement Fee is waived for first 31 days after account is opened.
 - First Statement Cycle ends on the last business day of the calendar month account is opened.

CASH BACK REWARDS CHECKING QUALIFICATIONS

To qualify for CASH BACK REWARDS CHECKING cash back each Qualification Cycle:

- Spend a total of \$500 or more in MB Debit Card point of sale purchases that post and settle, AND
- Do one of the following that post and settle: make a direct deposit, mobile deposit, ACH debit, or automatic Middlefield Bank loan payment.

Additional Terms:

- “Statement Cycle” begins the calendar day after the previous Statement Cycle ends and runs through the last business day of the calendar month.
- “Qualification Cycle” is the same as your Statement Cycle. Transactions must *post and settle* to your account by the end of business (5:00 PM) on the last business day of a Qualification Cycle to be counted.
- Business days are Monday through Friday not including Federal Holidays.
- Only debit card transactions processed by merchants and

received by the bank as point of sale transactions count toward qualifying debit card transactions. Debit card transactions processed by merchants and received by the bank as ATM transactions, non-retail payment transactions, ATM transactions and purchases made with non-Middlefield Bank issued debit cards do not count towards qualifying debit card point of sale transactions. Qualifying transactions must *post and settle* to the account during the Qualification Cycle. Transactions may take one or more business days to post and settle to an account after the date a transaction is made. Intra-bank transfers do not count as qualifying ACH transactions.

SMART REWARDS CHECKING

Minimum balance to open the account: You must deposit \$50.00 to open this account.

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

When the SMART REWARDS CHECKING qualifications are met:

Tier 1 – If your average daily balance is \$25,000.00 or less, the interest rate paid on the balance up to \$25,000 will be 0.50% with an annual percentage yield (APY) of 0.50%.

Tier 2 - An interest rate of 0.35% will be paid only for that portion of your average daily balance \$25,000.01 or more resulting in an APY ranging from 0.50% to 0.39% depending on the account's balance (assuming a maximum account balance of \$100,000).

When the SMART REWARDS CHECKING qualifications are *not* met:

The interest rate paid on all balances will be 0.35% with an APY of 0.35%.

Frequency of rate changes: At our discretion, we may change the interest rate on your account at any time.

Compounding and crediting frequency: Interest will be compounded every month. Interest will be credited to your account on the last business day of each statement cycle.

Balance computation method: We use the average daily balance method to calculate the interest on your account. This method is applied to a daily periodic rate to the account balance for the period. The average daily balance is determined by adding the principal amount in the account for each day of the period and dividing that amount by the number of days in the period. The period the Bank uses is: Account Statement Cycle.

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

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ATM fee refunds: If you have met the qualifications for the monthly Qualification Cycle, we will refund nationwide ATM fees up to \$15.00 per cycle. A best effort is made to identify those ATM fees eligible for reimbursement, based on information we receive from card networks and ATM operators. Incurred, accrued ATM fees will be credited to your account on the business day qualifications are met for that Qualification Cycle. Additional ATM fees incurred during the cycle will be credited on the business day incurred up to \$15.00 maximum refund per Qualification Cycle.

Effect of closing an account: If you close your account before interest rewards or ATM refunds are credited to your account any accrued but uncredited interest and ATM refunds will be forfeited.

Fees:

- A Monthly Service Fee of \$5.00 will apply any month qualifications are not met. Monthly Service Fee is waived for first statement cycle after account opening.
 - First Statement Cycle ends on the last business day of the calendar month account is opened.
- A Monthly Paper Statement Fee of \$5.00 will apply any month account is not enrolled in e-statements. Monthly Paper Statement Fee is waived for first 31 days after account is opened.

SMART REWARDS CHECKING QUALIFICATIONS

To qualify for SMART REWARDS CHECKING interest rewards, nationwide ATM fee refunds, and waived Monthly Service Fee each monthly Qualification Cycle:

- Have at least 15 MB Debit Card point of sale purchases post and settle, OR
- Maintain an average daily total deposit account balance of \$50,000 or more in any combination of your personal MB Money Market* or Savings* or Certificate of Deposits*accounts AND
- Do one of the following that posts and settles: make a direct deposit, mobile deposit, ACH debit, or automatic Middlefield Bank loan payment.

Additional Terms:

- "Statement Cycle" begins the calendar day after the previous Statement Cycle ends and runs through the last business day of the calendar month.
- "Qualification Cycle" is the same as your statement cycle. Transactions must post and settle to your account by the end of business (5:00 PM) on the last business day of a Qualification Cycle to be counted.
- Business days are Monday through Friday not including Federal Holidays.
- Only debit card transactions processed by merchants and received by the bank as point of sale transactions count toward qualifying debit card transactions. Debit card transactions processed by merchants and received by the bank as ATM transactions, non-retail payment transactions,

ATM Transactions and purchases made with non-Middlefield Bank issued debit cards do not count towards qualifying debit card point of sale transactions. Qualifying transactions must post and settle to the account during the Qualification Cycle. Transactions may take one or more business days to post and settle to an account after the date a transaction is made. Intra-bank transfers do not count as qualifying ACH transactions.

- *Business accounts do not count as a qualifying relationship account.
- Limit one SMART REWARDS CHECKING account per tax ID number.

SECURE REWARDS CHECKING

Minimum balance to open the account: You must deposit \$50.00 to open this account.

Fees:

- A Monthly Service Fee of \$5.95 will be charged each statement cycle.
- A Monthly Service Fee of \$3.95 will be charged each statement cycle for Seniors (age 62+) and Students (age 16-24).
 - Beginning on the first statement cycle after attaining age 62 the Monthly Service Charge will automatically be reduced to \$3.95 for each statement cycle.
 - Beginning on the first statement cycle after Student's 25th birthday a Monthly Service Fee of \$5.95 will be charged each statement cycle.

To avoid the Monthly Service Fee:

- Maintain an Average Daily Balance of \$5,000 or more in this account.

The average daily balance is determined by adding the ending balance from each day of the period and dividing that amount by the number of days in the period. The period the Bank uses is: Account Statement Cycle.

A Monthly Paper Statement Fee of \$2.00 will apply any statement cycle the account is not enrolled in e-statements. Monthly Paper Statement Fee is waived for first 31 days after account is opened.

Secure Rewards Account Benefits:

- Refer to Guides to Benefits for complete details.

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 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 a fee: A minimum balance fee of \$8.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

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).

Rate Information:

Tier 1 - If your daily balance is \$2,499.99 or less, the interest rate paid on the entire balance in your account will be 0.15% with an annual percentage yield of 0.15%.

Tier 2 - If your daily balance is more than \$2,499.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be 0.30% with an annual percentage yield of 0.30%.

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 0.50% with an annual percentage yield of 0.50%.

Tier 4 - If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be 0.60% with an annual percentage yield of 0.60%.

STATEMENT SAVINGS

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.

Effect of closing an account: If you close your account before interest is credited, you will receive the accrued interest.

Minimum balance to open the account: You must deposit \$10.00 to open this account.

Minimum balance to avoid imposition of fees: A minimum

balance fee of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.

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).

Rate Information: The interest rate for your account is 0.50% with an annual percentage yield of 0.50%.

SUPER SAVER

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.

Effect of closing an account: If you close your account before interest is credited, you will receive the accrued interest.

Minimum balance to open the account: You must deposit \$10.00 to open this account.

Minimum balance to avoid imposition of fees: A minimum balance fee of \$6.00 will be imposed every month if the balance in the account falls below \$3,000.00 any day of the month.

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).

Rate Information:

Tier 1 - If your daily balance is \$2,999.99 or less, the interest rate paid on the entire balance in your account will be 0.20% with an annual percentage yield of 0.20%.

Tier 2 - If your daily balance is more than \$2,999.99, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be 0.50% with an annual percentage yield of 0.50%.

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 0.60% with an annual percentage yield of 0.60%.

Tier 4 - If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be 0.70%

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with an annual percentage yield of 0.70%.

TEEN SAVINGS

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.

Effect of closing an account: If you close your account before interest is credited, you will receive the accrued interest.

Minimum balance to open the account: You must deposit \$10.00 to open this account.

Minimum balance to avoid imposition of fees: A minimum balance fee of \$2.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month. Fee waived for minors under the age of 18 years old.

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).

Rate Information: The interest rate for your account is 0.50% with an annual percentage yield of 0.50%.

CHRISTMAS CLUB

Compounding frequency: Interest will be compounded at maturity.

Crediting frequency: Interest will be credited to your account at maturity

Minimum balance to open the account: You must deposit \$10.00 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 deposit: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations: Deposits to your account may be made as frequently and in any amount that you desire. Withdrawals from your Christmas Club are not allowed.

Early withdrawal penalty: Withdrawals are not allowed on your account. If you elect to close your account before the maturity

you will be required to pay a penalty of loss of accrued interest.

Time requirement: Your account will mature on October 31, 2023.

Renewal policy: We will pay the balance in the account plus accrued interest as of October 31, 2023, to an internal Middlefield Banking Company account or to an external checking or savings account. No check will be issued at account maturity.

Rate Information: The interest rate on your account is 0.30% with an annual percentage yield of 0.30%. You will be paid this rate until maturity.

IRA 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 day. Interest will be credited to your account every quarter.

Effect of closing an account: If you close your account before interest is credited, you will 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 business day you deposit noncash items (for example, checks).

Fees: An IRA closing transfer fee of \$50.00 may be charged when this account is closed. This fee will not apply if you select another IRA product or deposit with us.

Additional information: If you are under the minimum governmental required age of distribution, additional IRS penalties may apply.

Rate Information:

Tier 1 - If your daily balance is \$999.99 or less the interest rate paid on the entire balance in your account will be 0.10% with an annual percentage yield of 0.10%.

Tier 2 - If your daily balance is more than \$999.99, but less than \$2,500.00, the interest rate paid on the entire balance in your account will be 0.20% with an annual percentage yield of 0.20%.

Tier 3 - If your daily balance is more than \$2,499.99, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be 0.30% with an annual percentage yield of 0.30%.

Tier 4 - If your daily balance is \$5,000.00 or more, the interest rate paid on the entire balance in your account will be 0.40% with an annual percentage yield of 0.40%.

HEALTH SAVINGS ACCOUNT

Rate information: Your interest rate and annual percentage yield may change.

Frequency of rate change: 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.

Minimum balance to open the account: You must deposit \$50.00 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.

Minimum balance to avoid imposition of statement fee: A statement fee of \$2.00 will be imposed every statement cycle if the balance in the account falls below \$3,000.00 any day of the cycle.

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

Rate Information:

Tier 1 - If the daily balance is \$499.99 or less, the interest rate paid on the entire balance in the account will be 0.00% with an annual percentage yield of 0.00%.

Tier 2 - If the daily balance is more than \$499.99, but less than \$3,000.00, the interest rate paid on the entire balance in the account will be 0.15% with an annual percentage yield of 0.15%.

Tier 3 - If the daily balance is more than \$2,999.99, but less than \$15,000.00, the interest rate paid on the entire balance in the account will be 0.25% with an annual percentage yield of 0.25%.

Tier 4 - If the daily balance is more than \$14,999.99 the interest rate paid on the entire balance in the account will be 0.30% with an annual percentage yield of 0.30%.

3-MONTH TO 5-YEAR CERTIFICATE OF DEPOSIT

Compounding frequency: Interest will be compounded every quarter.

Crediting frequency: Interest will be credited to your account every quarter.

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 deposit: 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 not make withdrawals of principal from your account before maturity. You can withdraw interest any time during the term of crediting after it is credited to your account without penalty.

Early withdrawal penalties: We will impose a penalty if you withdraw any of the principal balance before the maturity date. The fee imposed is equal to the following:

- If your term is 3 to 6 months, the fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- If your term is 12 to 36 months, the fee we may impose will equal 120 days interest on the amount withdrawn subject to penalty.
- If your term is 48 to 60 months, the fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if this account is part of an IRA or other tax qualified 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 any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least ten days before maturity. If either you or we 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 the 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 ten calendar days after maturity to withdraw the funds without a penalty.

12-MONTH TO 5-YEAR IRA CERTIFICATE OF DEPOSIT

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Compounding frequency: Interest will be compounded every day.

Crediting frequency: Interest will be credited to your account every quarter.

Minimum balance to open the account: You must deposit \$250.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed: You must maintain a minimum balance of \$250.00 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 deposit: Interest begins to accrue on the business day you deposit noncash items (for example, checks).

Transaction limitations: You may not make deposits into your account before maturity.

If you are under the age of 73 you may not make withdrawals of principal without penalty from your account before maturity.

If you are over the age of 73 you may make withdrawals of principal from your account without penalty as long as you are taking your Required Minimum Distribution (RMD).

You can withdraw interest any time during the term of crediting after it is credited to your account without penalty.

Early withdrawal penalties: We will impose a penalty if you withdraw any of the principal balance before the maturity date. The fee imposed is equal to the following:

- If your term is 12 to 36 months, the fee we may impose will equal 120 days interest on the amount withdrawn subject to penalty.
- If your term is 48 to 60 months, the fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.

There are certain circumstances, such as the death or incompetence of an owner, where we may waive or reduce this penalty. See your plan disclosure if this account is part of an IRA or other tax qualified 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 any grace period mentioned below) or we receive written notice from you within any grace period mentioned below. We can prevent renewal if we mail notice to you at least ten days before maturity. If either you or we 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 the 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 ten calendar days after maturity to withdraw the funds without a penalty.

An IRA closing transfer fee of \$50.00 may be charged when this account is closed. This fee will not apply if you select another IRA product or deposit with us.

SECURE REWARDS CHECKING BENEFITS

Your account includes the great banking features below:

- Online & Mobile Banking with Mobile Deposit
- MB Consumer Installment Loans Receive \$100 off Origination Fees (request at time of application)
- E-Statements
- Bill Pay
- Zelle®
- MB Card Secure
- Digital Wallet
- Text Alerts
- ATM Surcharge Free at MB ATMs
- Overdraft Protection (Credit Approval Applies)

Secure Rewards Checking is also loaded with security and savings benefits:

Please review the following information about some of the features of Secure Rewards Checking, including details regarding access to the security and savings benefits¹ below.

- IDPROTECT® – Identity Theft Monitoring and Resolution Service¹ for you and your joint account holders includes:
 - o Single Bureau Credit File Monitoring* – Daily credit file monitoring and automated alerts of key changes to your Transunion credit report.
 - o Identity Monitoring* – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A risk rating is generated with each monthly scan and if your scan reflects a high-risk score, you will be notified.
 - o Credit Report* – Ability to request a single bureau report every six months or upon opening an identity theft resolution case.
 - o Credit Score^{2,3,*} – Ability to request a single bureau score every month.⁴
 - o Up to \$10,000 Identity Theft Expense Reimbursement Coverage – To cover expenses associated with restoring your identity.
 - o Fully Managed Identity Theft Resolution Services – Access to a fraud specialist assigned to manage your case until your identity is restored.
 - o Debit and Credit Card Registration* – Register your credit, debit and ATM cards and have peace of mind knowing you can call one toll-free number to cancel and request

replacement cards should your cards become lost or stolen.

- o Online Identity Theft News Center and Valuable Phone and Web Resources*
- o Credit Score Tracker³ – Receive valuable insight into your credit score².
- o Financial Wellness 360° - Access your financial wellness platform with unlimited one-on-one coaching, interactive courses, videos, booklets, infographics, and more to help maximize financial wellness. (available online only)⁴
- Cell Phone Protection
- Debit Advantage® – Buyer’s Protection⁴ and Extended Warranty⁴
- Roadside Assistance Service⁴
- Travel and Leisure Discounts (available online only)
- Health Discount Savings* (This is NOT insurance)

Within five (5) days of account opening, the primary account holder will receive an email from Support@ClubChecking.com confirming activation of the credit file monitoring service provided with Secure Rewards Checking along with instructions on how to go online to complete registration and access all the benefits and features of Secure Rewards Checking Joint Account Holder(s) see reverse for instructions on how to access to benefits.

Once registration is complete, accessing your benefits will be easy – online at SecureRewards.ClubChecking.com or with the Club Checking Mobile App! Mobile app instructions will be available online.

Call the Benefits Service Center at 1-866-210-0361 for questions related to any of the benefits and services listed above.

Thank you for allowing us to serve your financial needs. We appreciate your trust in us. If you have any questions regarding your Secure Rewards Checking account or the benefits listed above, please talk with a representative with The Middlefield Banking Company.

Please refer to the Terms & Conditions of Secure Rewards Checking on the next page for details regarding activation and access to the benefits and services, including important disclosures.

SECURE REWARDS CHECKING BENEFITS SERVICE DISCLOSURE

TERMS AND CONDITIONS:

¹ Eligibility: Benefits are available to personal checking account owner(s), and their joint account owners subject to the terms and conditions for the applicable Benefits. Some Benefits require

authentication, registration and/or activation. Benefits are not available to a “**signer**” on the account who is not an account owner or to businesses, clubs, trusts organizations and/or churches and their members, or schools and their employees/students.

Access to Benefits:

Primary Account Holder: Within five (5) days of account opening date, you will receive an email from Support@ClubChecking.com confirming activation of the credit file monitoring features along with instructions on how to go online and complete registration and access all the benefits and features. To receive notifications regarding your benefits, an active and unique email address must be on file.

Joint Account Holder(s): Go to SecureRewards.ClubChecking.com using Access Code OH643861 to register and access benefits.

Features:

- IDProtect® - Identity Theft Monitoring and Resolution Service¹:

Monitoring Services:

- o Credit File Monitoring – Daily credit file monitoring and automated alerts of key changes to your Transunion credit report.

ACTIVATION: (Primary Account Holder) Credit file monitoring will be turned on for Primary Account Holder only within five (5) days of account opening, provided Primary Account Holder is 18 years of age or older and information has been verified by the Credit Reporting Agency (CRA). If credit file monitoring has been activated, credit alerts will be sent to the email address provided at the time of account opening. A unique email address must be on file to receive alerts. Primary Account Holder will need to go online and complete registration and to view credit alert details. Mobile credit alerts may be activated at that time. Mobile fees may apply. If you do not want Credit File Monitoring activated, please contact the Benefits Service Center at 1-866-210-0361. Credit File Monitoring will not be turned on for Joint Account Holder(s). Joint Account Holder(s) will go to SecureRewards.ClubChecking.com using Access Code OH643861 to register and activate monitoring.

WRITTEN INSTRUCTIONS/DISCLOSURE: Under the FACT Act amendments to the Fair Credit Reporting Act, you are entitled to one free annual credit report from each of the three major credit reporting companies in a 12-month period. You authorize the administrator of this Program (Econocheck; “ECC”) and TransUnion (“TU”), to use your personal information to activate the Credit File Monitoring (“CFM”) services. You understand that in accordance with the Fair Credit Reporting Act, you are authorizing and providing “written instructions” under the Fair Credit Reporting Act to ECC and TU (and each of their affiliates), to obtain your credit information from your personal credit file maintained by one or more of three nationwide credit reporting agencies and You hereby authorize ECC and TU (and each of their affiliates) to access Your personal credit information in order to (i) confirm your identity and (ii) provide your credit data and

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the CFM services (credit report, credit score, credit file monitoring) to you related to your use and enjoyment of the service.

- o Identity Monitoring* – Monitoring of more than 1,000 databases and public records to identify suspicious activity, including credit header information, phone records, United States Postal Service records, and more. A Risk Score rating is generated with your initial scan and monthly after that. If your scan reflects a high-Risk Score, a Risk Specialist will follow up with you by phone to discuss the scan.

ACTIVATION: Registration is required to activate this benefit and a phone number must be on file to receive notice of elevated Risk Score. You will need to go online to activate and view your Risk Score.

- o Single Bureau Credit Report* – Ability to request a single bureau report with TransUnion data every six months or upon opening an identity theft resolution case.
- o Single Bureau Credit Score^{2,3,*} – Ability to request a single bureau score with TransUnion data every month.
- o Up to \$10,000 Identity Theft Expense Reimbursement⁴ – Helps to cover expenses associated with restoring your identity. (You do not have to activate this benefit. It goes into effect as of the account opening date and it is available to you in the event you suffer an identity theft incident.) (Guide to Benefit with complete details of coverage attached.) Need to file a claim? Call 1-866-210-0361.
- o Fully Managed Identity Theft Resolution Services – Access to a fraud specialist assigned to manage your case until your identity is restored. (You do not have to activate this service. It goes into effect as of the account opening date and it is available to you in the event you suffer an identity theft incident.)
- o Debit and Credit Card Registration*
- o Online Identity Theft News Center and Valuable Phone and Web Resources*
- o Credit Score Tracker³ – Receive valuable insight into your credit score².
- o Financial Wellness 360° - Access your financial wellness platform with unlimited one-on-one coaching, interactive courses, videos, booklets, infographics, and more to help maximize financial wellness. (available online only)
- Cellular Telephone Protection⁴ – Receive up to \$400 of replacement or repair costs if your cell phone is stolen or damaged, in the U.S. and abroad. \$50 deductible applies. Up to two claims per twelve month period. Covers up to four phones on a cellular telephone bill. (Cellular telephone bill must be paid using your Secure Rewards Checking account. Guide to Benefit with complete details of coverage attached.) Need to file a claim? Call 1-866-210-0361
- Roadside Assistance Service⁴ - 24-hour coverage for roadside assistance services including vehicle towing, fuel/oil/fluid/water delivery, and battery/lock-out/tire assistance up to \$100 per occurrence. Maximum of two

reimbursement claims per twelve month period. (Guide to Benefit with complete details of coverage and exclusions attached.)

- Debit Advantage® – Buyer's Protection⁴ and Extended Warranty⁴ (Item(s) must be purchased entirely with your Secure Rewards Checking account. Insurance document with complete details of coverage attached.) Need to file a claim? Call 1-866-210-0361.
- Travel and Leisure Discounts – Money-saving discounts from thousands of local and national businesses – mobile or print makes savings super easy and convenient. (available online only)
- Health Discount Savings* – Enjoy savings on vision, prescriptions and dental services. *This is NOT insurance.*

* Registration/activation required

² You will have access to your credit report and score provided your information has been verified by the Credit Reporting Agency (CRA). Credit score is a VantageScore 3.0 based on Transunion data. Third parties may use a different type of credit score to assess your creditworthiness. Once you have activated credit file monitoring, you may request your credit score. Once you have done so, you will have access to your score on a monthly basis.

³ Credit Score Tracker: Once credit file monitoring has been activated and you have requested your first credit score, you may request a new credit score each month to be plotted on your Credit Score Tracker graph. Monthly email notifications will be sent to let you know when your new score is available.

⁴ Special Program Notes: The descriptions herein are summaries only and do not include all terms, conditions and exclusions of the Benefits described. Please refer to the actual Guide to Benefit and/or insurance documents for complete details of coverage and exclusions. Coverage is provided through the company named in the Guide to Benefit or on the certificate of insurance. Guide to Benefit and insurance documents are enclosed. Insurance Products are not insured by the FDIC or any Federal Government Agency; not a deposit of or guaranteed by the bank or any bank affiliate.

PERSONAL IDENTITY THEFT GUIDE TO BENEFITS

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

What is the Personal Identity Theft benefit?

The Personal Identity Theft benefit offers reimbursement for covered expenses you incur to restore your identity. The maximum reimbursement payable as a result of a Covered Stolen Identity Event is \$10,000.00.

Who is eligible for this benefit?

To be eligible for this benefit, you must be a valid account holder, and reside in the United States or Canada.

What is a Covered Stolen Identity Event?

“Covered Stolen Identity Event” means the theft or unauthorized or illegal use of your name or Social Security number, or any other method of identifying you.

What is covered?

Covered costs under the Personal Identity Theft benefit are:

- Costs you incur for re-filing applications for loans, grants, or other credit or debt instruments that are rejected solely because the lender received incorrect information as a result of a Covered Stolen Identity Event.
- Costs for notarizing affidavits or other similar documents, long distance telephone calls, and postage reasonably incurred as a result of your efforts to report a Covered Stolen Identity Event or to amend or rectify records as to your true name or identity as a result of a Covered Stolen Identity Event.
- Reasonable and necessary costs incurred by you for ordering medical records for the purpose of amending and/or rectifying these documents as a direct result of a Covered Stolen Identity Event.
- Costs incurred by you for a maximum of six (6) credit reports, requested as a result of a Covered Stolen Identity Event, from any entity approved by the Benefit Administrator.
- Actual lost wages for time taken away from your work premises solely as a result of your efforts to amend or rectify records as to your true name or identity as a result of a Covered Stolen Identity Event.
- Costs for reasonable fees for an attorney appointed by the Benefit Administrator and related court fees you incur with the consent of the Benefit Administrator for: (1) suits brought against you by a creditor or collection agency or similar entity acting on behalf of a creditor for nonpayment of goods or services or default on a loan, (2) removing any civil judgments wrongfully entered against you, (3) defending criminal charges brought against you, provided, it has been established that the covered individual was not in fact the perpetrator; as a result of a Covered Stolen Identity Event.
- Reasonable and necessary cost of travel within the United States incurred as a result of your efforts to amend or rectify records as to your true name or identity as a result of a Covered Stolen Identity Event.
- Reasonable and necessary costs for elder care, spouse care, or child care incurred as a result of your efforts to amend or rectify records as to your true name or identity as a result of a Covered Stolen Identity Event.

What is not covered?

- Any dishonest, criminal, malicious, or fraudulent acts by you.
- Any damages, loss, or indemnification unless otherwise stated in this disclosure.
- Costs associated with any legal action or suit other than those set forth under Covered costs.
- Sick days and any time taken from self-employment.
- Any costs as a result of theft or unauthorized use of an account by a person to whom the account has been entrusted.

When and where am I covered?

Payment for Covered costs will be limited to costs incurred in the United States, its territories and possessions, Puerto Rico, or Canada for a loss occurring during the benefit period.

How do I file a claim?

Call our Benefit Administrator, toll-free, at (866) 210 – 0361 immediately when you reasonably believe a Covered Stolen Identity Event has occurred and provide information including, but not limited to how, when, and where the Covered Stolen Identity Event occurred.

The Benefit Administrator may also require other reasonable information or documents regarding the loss.

What documents do I need to submit with my claim?

A signed, sworn proof of loss or affidavit containing the information requested by the Benefit Administrator must be submitted within ninety (90) days of discovery of the Covered Stolen Identity Event.

How will I be reimbursed?

Once your claim has been verified, under normal circumstances, reimbursement will be initiated within five (5) business days of receipt and approval of all required documents.

Do I have to do anything else?

- If you reasonably believe that a law may have been broken, a report must promptly be filed with the police.
- You must take all reasonable steps to mitigate possible costs.

Additional Provisions for Personal Identity Theft:

This benefit applies to you, an eligible account holder. You must use due diligence and do all things reasonable to avoid or diminish any loss of or damage to property protected by the benefit.

If you make any claim knowing it to be false or fraudulent, no coverage shall exist for such claim and your benefits may be canceled. Each account holder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once you report a Covered Stolen Identity Event, a claim file will be opened and shall remain open for six (6) months from the date of the Covered Stolen Identity Event. No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the Covered Stolen Identity Event.

After the Benefit Administrator has paid your claim of loss or damage, all your rights and remedies against any party in respect of this loss or damage will be transferred to the Benefit Administrator to the extent of the payment made to you. You must give the Benefit Administrator all assistance as may reasonably be required to secure all rights and remedies.

No legal action for a claim may be brought until sixty (60) days after we receive a Proof of Loss. No legal action against us may be brought more than three (3) years after the time for giving Proof of Loss. Further, no legal action may be brought against us

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unless all the terms of this Guide to Benefit have been complied with fully.

This benefit is for acts occurring while the benefit is in effect. The terms and conditions contained in this Guide to Benefit may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to accountholders whose accounts have been suspended or canceled.

Termination dates may vary by financial institutions. Your financial institution can cancel or non-renew this benefit, and if they do, they will notify you at least thirty (30) days in advance. This information is a description of the benefit provided to you as an accountholder.

For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.

Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN 38555.

CELLULAR TELEPHONE PROTECTION GUIDE TO BENEFITS

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

What is Cellular Telephone Protection?

Subject to the terms and conditions provided in this Guide to Benefit, Cellular Telephone Protection will reimburse the enrolled eligible accountholder (the "Accountholder", also referred to as "You" or "Your") for damage to or theft of eligible Cellular Wireless Telephones. Eligible Cellular Wireless Telephones are the primary line and up to three (3) secondary, additional, or supplemental lines as listed on Your cellular provider's monthly billing statement for the billing cycle preceding the month in which the theft or damage occurred. Cellular Telephone Protection is subject to a fifty-dollar (\$50.00) deductible per claim and a maximum of two (2) claims per twelve (12) month period. The maximum benefit limit is four hundred dollars (\$400.00) per claim and eight hundred dollars (\$800.00) per twelve (12) month period.

Who is eligible for this protection?

To be eligible for Cellular Telephone Protection, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Cellular Telephone Protection benefit and pay Your monthly Cellular Wireless Telephone bills with Your eligible account issued by your institution ("Eligible Account"). Only Cellular Wireless Telephones purchased by the Accountholder will be covered.

Following the benefit effective date set forth above, Your Cellular Telephone Protection begins the first day of the calendar month

following the payment of the Cellular Wireless Telephone bill using Your Eligible Account. If the Accountholder fails to make a Cellular Wireless Telephone bill payment for a particular month, the Cellular Telephone Protection is suspended. Provided the Cellular Telephone Protection continues to be offered, the benefit will resume on the first day of the calendar month following the date of any future Cellular Wireless Telephone bill payment with the Eligible Account.

What type of protection is this?

Cellular Telephone Protection is supplemental to, and excess of, valid and collectible insurance or indemnity (including, but not limited to, Cellular Wireless Telephone insurance programs, homeowner's, renter's, automobile, or employer's insurance policies). After all insurance or indemnity has been exhausted, Cellular Telephone Protection will cover the damage or theft up to four hundred dollars (\$400.00) per claim, subject the terms, conditions, exclusions, and limits of liability of this benefit as well as the fifty-dollar (\$50.00) deductible. The maximum limit of liability is four hundred dollars (\$400.00) per claim occurrence, and eight hundred dollars (\$800.00) per twelve (12) month period.

You will receive no more than the purchase price less Your fifty-dollar (\$50.00) deductible as recorded on Your submitted receipt.

What is not covered?

- Cellular Wireless Telephone accessories other than standard battery and/or standard antenna provided by the manufacturer.
- Cellular Wireless Telephones purchased for resale, professional, or commercial use.
- Cellular Wireless Telephones that are lost or "mysteriously disappear." "Mysterious disappearance" means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.
- Cellular Wireless Telephones under the care and control of a common carrier (including, but not limited to, U.S. Postal Service, airplanes, or delivery service).
- Cellular Wireless Telephones stolen from baggage unless hand-carried and under Your personal supervision, or under the supervision of Your traveling companion who is previously known to You.
- Cellular Wireless Telephones stolen from a construction site.
- Cellular Wireless Telephones which have been rented, borrowed or Cellular Wireless Telephones that are received as part of a pre-paid plan or "pay as you go" type plans.
- Cosmetic damage to the Cellular Wireless Telephone or damage that does not impact the Cellular Wireless Telephone's ability to make or receive phone calls.
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, risks of contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects or vermin.

- Damage or theft resulting from misdelivery or voluntary parting with the Cellular Wireless Telephone.
- Replacement Cellular Wireless Telephone not purchased from a cellular service provider's retail or Internet store (or authorized reseller).
- Taxes, delivery and transportation charges, and any fees associated with the cellular service provider.

Do I need to keep copies of receipts or any other records?

Yes. If You want to file a claim, You will need copies of Your Eligible Account statement reflecting monthly Cellular Wireless Telephone bill payments during the time immediately preceding the damage or theft and Your store receipt for repairs or for the purchase of Your new Cellular Wireless Telephone.

How do I file a claim?

Call the Benefit Administrator at (866) 210-0361 within sixty (60) days of damage or theft. Please note: If You do not give such notice within sixty (60) days after the damage or theft Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and will send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date of damage or theft of the eligible Cellular Wireless Telephone or Your claim may be denied.

What do I need to submit with my claim?

- Your completed and signed claim form.
- Copies of Your Eligible Account statement reflecting the entire monthly Cellular Wireless Telephone payments for the month preceding the date of damage or theft.
- A copy of Your Cellular Wireless service provider billing statement that reflects that the Cellular Wireless account was in good standing at the time of damage or theft.
- A copy of the original Cellular Wireless Telephone purchase receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the Cellular Wireless Telephone model currently linked to Your Cellular Wireless Telephone account.
- If the claim is due to theft or criminal action, a copy of the police report filed within forty-eight (48) hours of the occurrence.
- If the claim is due to damage, a copy of an insurance claim or other reports as the Benefit Administrator, in its sole discretion, deems necessary to determine eligibility for coverage. In addition, the Benefit Administrator may, in its sole discretion, require (a) an itemized estimate of repair from an authorized Cellular Wireless Telephone repair facility; or (b) the Accountholder to submit the Cellular Wireless Telephone to the Benefit Administrator to evaluate the damage; or (c) an itemized store receipt for the replacement Cellular Wireless Telephone showing the purchase was made at a Cellular Wireless service provider's retail or Internet store (for example: Verizon Wireless, AT&T, Sprint, etc.).
- If the claim amount is less than Your personal homeowner's,

renter's, or automobile insurance deductible, a copy of Your insurance policy personal declaration page is sufficient for Your claim. If the claim amount is greater than Your personal homeowner's, renter's, or automobile insurance deductible, You are required to file a claim with Your applicable insurance company and to submit a copy of any claims settlement from Your insurance company along with Your claim form.

- Documentation (if available) of any other settlement of the claim.
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and purchase price of the Cellular Wireless Telephone.

How will I be reimbursed?

Depending on the nature and circumstances of the damage or theft, the Benefit Administrator, at its sole discretion, may choose to repair or replace the Cellular Wireless Telephone or reimburse the Accountholder for the lesser of a) four hundred dollars (\$400.00) excess of the fifty-dollar (\$50.00) deductible; or b) the current suggested retail price of a replacement Cellular Wireless Telephone of like kind and quality, excluding taxes, delivery and transportation charges, and any fees associated with the Cellular Wireless Telephone service provider, less the fifty-dollar (\$50.00) deductible.

Please Note: Cellular Telephone Protection is subject to a maximum of two (2) claim occurrences per twelve (12) month period. Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

Additional Provisions for Cellular Telephone Protection: This protection provides benefits only to You, an Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to the Cellular Wireless Telephone from damage or theft. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no coverage shall exist for such claim and the Cellular Telephone Protection benefit may be canceled. Each Accountholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an occurrence of damage or theft, a claim file will be opened and shall remain open for six (6) months from the date of the damage or theft.

No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date of damage or theft.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

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No legal action for a claim may be brought against Us until sixty (60) days after the Benefit Administrator receives all necessary documentation needed to substantiate damage or theft. After the expiration of three (3) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against Us unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to Accountholders subject to the terms and conditions contained herein. The terms and conditions contained in this Guide to Benefit may be modified.

[Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Accountholders whose accounts have been suspended or canceled. The Cellular Telephone Protection described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an Accountholder.

For general questions regarding this benefit, call the Benefit Administrator at (866) 210 - 0361.

Services and benefits are insured under a policy from Plateau Casualty Insurance Company, 2701 North Main Street, Crossville, TN 38555.

BUYER'S PROTECTION AND EXTENDED WARRANTY GUIDE TO BENEFITS

This Guide to Benefits describes the benefit in effect as of the date your financial institution elected this coverage. This benefit description supersedes any prior benefit description you may have received earlier. Please read and retain for your records.

Who is eligible for this protection?

Your eligibility is determined by the date your financial institution enrolled your account in these benefits.

Buyer's Protection

Subject to the terms and conditions provided in this Guide to Benefits, Buyer's Protection protects new items of personal property against theft, damage due to fire, accidental breakage, or involuntarily and accidentally parting with the item (for purposes of this coverage, this means the unintentional separation from an item of personal property, where the item's location is known but recovery is impractical to complete) within the first 90 days after the date of purchase, provided the item is purchased entirely with your eligible account.

Buyer's Protection will replace, repair or reimburse you up to the original purchase price, less shipping and handling charges, up to a maximum of \$2,500 per claim and a maximum of \$50,000 per account per year. Simply call our Benefit Administrator within 45 days of the loss or damage and submit a claim form. Friends and family members who receive your gifts may also be

protected.

Limits

Buyer's Protection applies to the first 90 calendar days after purchase of the product anywhere in the United States, Puerto Rico or the U.S. Virgin Islands. Coverage includes all new purchases unless otherwise excluded, where the entire purchase price of the product is paid using an eligible account.

Additionally, claims are subject to a \$2,500 maximum per occurrence and there is an annual maximum of \$50,000 per account per year. This coverage is excess of any other insurance you may have, and this coverage will pay only after all other insurance has been exhausted.

Extended Warranty

Subject to the terms and conditions provided in this Guide to Benefits, Extended Warranty doubles the time period of an original manufacturer's written U.S. warranty up to one additional year, provided the entire purchase price of the item is paid using an eligible account. Extended Warranty covers new purchases having a manufacturer's United States warranty of 5 years or less, unless otherwise excluded.

If a covered purchase ceases to operate satisfactorily and requires repair during the period covered by this benefit, Extended Warranty may repair or replace the defective product, but for no more than the original purchase price of the product as recorded on the sales receipt, and less shipping and handling charges, up to a maximum of \$2,500 per claim and a maximum of \$50,000 per account per year. All replacements will be made with products of similar quality and kind.

Limits

Extended Warranty doubles the life of the repair period on the original manufacturer's U.S. warranty up to one year. A claim for repair service for a product must occur after the expiration of the original manufacturer's warranty, for a period of time double the original manufacturer's warranty, but not to exceed one year.

Additionally, claims are subject to a \$2,500 maximum per occurrence and there is an annual maximum of \$50,000 per account per year. This coverage is excess of any other insurance or service contract you may have, and this coverage will pay only after all other insurance has been exhausted.

Exclusions

There is no coverage under Buyer's Protection or Extended Warranty for the following: ▶ Animals and living plants ▶ Antiques or collectible items ▶ Boats, aircraft, automobiles, and any other motorized vehicles including trailers and other similar vehicles that can be towed by or attached to any motorized vehicle ▶ Items purchased for resale, professional or commercial use ▶ Items stolen from automobiles or other vehicles or common carriers ▶ Items under the care and control of a common carrier (including U.S. Postal Service, airplanes, or delivery service) ▶ Losses resulting from abuse, fraud, hostilities of any kind (including, but not limited to, war, invasion, rebellion, insurrection, or terrorist activities), confiscation by the authorities, risks of contraband, illegal

activities, normal wear and tear, flood, earthquake, radioactive contamination, or damage from inherent product defects

- ▶ Perishables or consumables including, but not limited to, perfumes, cosmetics, and limited-life items such as rechargeable batteries
- ▶ Real estate and items which are intended to become part of real estate including, but not limited to, items that are hard-wired or hard-plumbed, garage doors, garage door openers, and ceiling fans
- ▶ Traveler's checks, cash, tickets, credit or debit cards, and any other negotiable instruments
- ▶ Used or pre-owned items
- ▶ Broken items, unless a result of a covered occurrence
- ▶ Items that are lost or that "mysteriously disappear," meaning that the item(s) vanished in an unexplained manner without evidence of a wrongful act by a person or persons
- ▶ Items including, but not limited to, jewelry and watches stored in your baggage unless the baggage is hand-carried and under your personal supervision, or under the supervision of a traveling companion whom you know.

Claims Procedure

To file a claim, simply report the loss to the Benefit Administrator at 1-866-210-0361. Failure to notify the Benefit Administrator within 45 days from the date of loss may result in denial of the claim.

The Benefit Administrator should receive your claim by mail or by telephone. The Benefit Administrator will, within 10 days of receipt of your request, mail a claim form to be completed and returned with the requested documentation of loss and other information. You must complete the claim form and provide all requested information as instructed on the claim form no later than 90 days from the date of loss.

If stolen or damaged by fire, the actual police/fire report must be submitted. This report must be filed within 48 hours of incident.

Please note that you may be asked to send in, at your expense, the damaged item in order to substantiate your claim.

The customer shall be responsible for the delivery and pick-up cost of the product to any service center, as required by the Claim Administrator. When a claim is paid, upon request of the Claim Administrator, the claimant shall transfer the legal right to recover from the party responsible for the loss or damage to any party designated by the claims party. Valid claims will be satisfied either by repairing or replacing (if irreparable) the failed product. Payment will not exceed the total original purchase price which was purchased with an eligible account, subject to a maximum amount of \$2,500 per claim and \$50,000 per account per year. Failure to promptly notify the Benefit Administrator of a loss, to promptly and fully complete and submit the loss report and follow all the claims procedures and instructions, may result in denial of claim.

Prior to proceeding with any repairs, you must obtain approval of the repairs from the Claims Administrator. Failure to notify and obtain approval prior to having repairs done may result in denial of the claim.

ADDITIONAL PROVISIONS FOR BUYER'S PROTECTION AND EXTENDED WARRANTY

These benefits apply only to you, the eligible accountholder, and to whomever receives the eligible gifts you purchase with your eligible account.

You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by these benefits. This provision will not be unreasonably applied to avoid claims.

If you make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of repair services, no benefit shall exist for such claim and your benefits may be canceled. Each accountholder agrees that any representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact by the accountholder.

Once you report an occurrence, a claim file will be opened and shall remain open for six (6) months from the date of damage, theft or product failure. No payment will be made on a claim that is not completely substantiated in the manner required by the Claims Administrator within six (6) months of the date of damage, theft or product failure.

After the Claims Administrator has paid your claim of loss or damage, all your rights and remedies against any party in respect of this loss or damage will be transferred to the Claims Administrator to the extent of the payment made to you. You must give the Claims Administrator all assistance as may reasonably be required to secure all rights and remedies.

No legal action for a claim may be brought against the Provider until sixty (60) days after the Provider receives Proof of Loss. No legal action against the Provider may be brought more than two (2) years after the time for giving Proof of Loss. Further, no legal action may be brought against the Provider unless all the terms of the Guide to Benefits have been complied with fully.

The terms and conditions contained in this Guide to Benefits may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide to Benefits mailings, statement inserts, or statement messages. The benefits in this Guide to Benefits will not apply to accountholders whose accounts have been suspended or cancelled.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefits for accountholders, and if they do, they will notify you at least thirty (30) days in advance. This information describes the benefit provided to you as a covered accountholder. Indemnity Insurance Company of North America ("Provider") is the underwriter of these benefits and is solely responsible for its administration and claims. The Benefit and/or Claims Administrator provides services on behalf of the Provider.

For general questions regarding this benefit, call the Benefit Administrator at 1-866-210- 0361.

ROADSIDE ASSISTANCE EXPENSE REIMBURSEMENT GUIDE TO BENEFITS

Truth in Savings Product Disclosures

This Guide to Benefit describes the benefit in effect as of the date your financial institution elected this coverage. This benefit and description supersedes any prior benefit and description you may have received earlier. Please read and retain for your records.

Your eligibility is determined by the date your financial institution enrolled your account in the benefit.

What is Roadside Assistance Expense Reimbursement? Subject to the terms and conditions provided in this Guide to Benefit, Roadside Assistance Expense Reimbursement will reimburse the enrolled accountholder (the "Accountholder", also referred to as "You" or "Your") for eligible emergency roadside assistance expenses incurred by the Accountholder enrolled in an account that has this benefit (a "Covered Account"). Roadside Assistance Expense Reimbursement is subject to a maximum of two (2) claims per twelve (12) month period per Covered Account. The maximum benefit limit is \$100.00 per claim and \$200.00 per twelve (12) month period.

Who is eligible for this benefit?

To be eligible for Roadside Assistance Expense Reimbursement, You must be an accountholder of an eligible U.S.-based financial institution enrolled in the Roadside Assistance Expense Reimbursement benefit and incur expenses for assistance with Your vehicle through the emergency roadside assistance benefit included in the Covered Account provided by Your financial institution (the "Emergency Assistance Benefit").

Your Roadside Assistance Expense Reimbursement begins the date of enrollment in Your Covered Account.

Which expenses are eligible for reimbursement? Emergency roadside assistance expenses incurred for assistance with Your vehicle when using the Emergency Assistance Benefit are eligible for reimbursement subject to the terms and conditions in this Guide to Benefit. Eligible expenses include expenses for vehicle towing to the nearest service facility, delivery of fuel, oil, fluid or water for Your vehicle, and battery, lock-out and/or tire assistance for Your vehicle. To be eligible for reimbursement, expenses must be incurred when using the Emergency Assistance Benefit to arrange for emergency roadside assistance services for Your vehicle.

What type of reimbursement is this?

Roadside Assistance Expense Reimbursement is not insurance coverage. The benefit will cover eligible expenses up to \$100.00 per claim, subject to the terms, conditions, exclusions and limits of liability listed herein.

You will receive no more than the actual emergency roadside assistance expenses incurred using the Emergency Assistance Benefit as recorded on Your submitted receipt.

Which expenses are not eligible for reimbursement?

- Expenses incurred through any method other than by arranging for emergency roadside assistance services through the Emergency Assistance Benefit.

- Expenses for the same type of emergency roadside assistance occurrence within a seven (7) day period.
- Expenses for repeated emergency roadside assistance services for a vehicle in need of routine maintenance or repair.
- Expenses covered by a valid manufacturer's warranty or service.
- Expenses for the costs of fuel, fluids, lubricants, replacement parts, and/or replacement keys for Your vehicle, and/or installation of any products or materials.
- Expenses for towing from a service station, garage or vehicle repair facility or a second tow for the same roadside assistance occurrence.
- Expenses for towing or service on roads not regularly maintained, such as open fields, forests, sand beaches, and areas designated as non-passable.
- Expenses for non-emergency towing, snow removal around vehicle, mounting of snow tires or chains, or any other non-emergency service.
- Expenses for tire repair, vehicle storage, or for towing or service on a vehicle that is unsafe to be serviced or may result in damage to the vehicle if towed or serviced.
- Expenses associated with a vehicle which is not under the direct care and control of the Accountholder.
- Expenses associated with a vehicle which has been rented or borrowed by the Accountholder.
- Expenses associated with antique vehicles (vehicles over 20 years old or out of manufacturer's warranty for 10+ years), motorcycles, recreational vehicles such as camping trailers, travel trailers and self-motorized RVs, commercial vehicles, vehicles over one and a half (1 ½) ton capacity, and any vehicles in tow.
- Expenses resulting from an accident involving the Accountholder's vehicle, including, without limitation, expenses associated with damage to the vehicle, collision assistance and/or vehicle extrication services.
- Expenses resulting from abuse, fraud, intentional acts, hostilities of any kind (including, but not limited to, war, invasion, rebellion, or insurrection), confiscation by the authorities, vandalism, risks of contraband, illegal activities, flood, earthquake, radioactive contamination, fire, or damage from inherent product defects or vermin.
- Expenses resulting from Your being under the influence of drugs or intoxicants.
- Taxes, tolls, fines and/or any other fees associated with non-emergency roadside assistance services.

How do I file a claim?

Call the Benefit Administrator at (866) 210 - 0361 within sixty (60) days of incurring roadside assistance expenses through the Emergency Assistance Benefit. Please note: If You do not give such notice within sixty (60) days after the expense was incurred, Your claim may be denied.

The Benefit Administrator representative will ask You for some preliminary claim information and will send You the appropriate claim form. This claim form must be completed, signed, and returned with all the requested documentation within ninety (90) days from the date expenses were incurred or Your claim may be denied.

What do I need to submit with my claim?

- Your completed and signed claim form.
- A copy of the original receipt or other sufficient proof, as determined in the Benefit Administrator's sole discretion, of the emergency roadside assistance expenses You incurred through the use of the Emergency Assistance Benefit.
- The Benefit Administrator may, in its sole discretion, require
 - (a) confirmation of use of the Emergency Assistance Benefit to arrange for emergency roadside assistance services for Your vehicle; or
 - (b) a copy of a police report or other report as the Benefit Administrator deems necessary to determine eligibility for coverage if the claim is due to damage to Your vehicle which was not caused by an accident; (c) confirmation that You were operating Your vehicle at the time eligible emergency roadside assistance services were incurred; or
 - (d) proof of ownership of Your vehicle.
- Any other documentation deemed necessary, in the Benefit Administrator's sole discretion, to substantiate Your claim. All claims must be fully substantiated as to the time, place, cause, and actual costs of emergency roadside assistance services.

How will I be reimbursed?

For any claim eligible for reimbursement, the Benefit Administrator will reimburse the Accountholder for the lesser of

- a) the actual expense (less taxes and any other excluded expenses) of the emergency roadside assistance expense claimed, or
- b) \$100.00, the maximum amount payable for any claim occurrence.

Please note: Roadside Assistance Expense Reimbursement is subject to a maximum of two (2) claim occurrences per twelve (12) month period. Under normal circumstances, reimbursement will take place within ten (10) business days of receipt and approval of claim form and all required documents.

Additional Provisions for Roadside Assistance Expense Reimbursement: This protection provides benefits only to You, an eligible Accountholder. You shall use due diligence and do all things reasonable to avoid or diminish emergency roadside assistance expenses. This provision will not be applied unreasonably to avoid claims.

If You make any claim knowing it to be false or fraudulent in any respect including, but not limited to, the cost of emergency

roadside assistance services, no coverage shall exist for such claim and the Roadside Assistance Expense Reimbursement benefit may be canceled.

Each Accountholder agrees that representations regarding claims will be accurate and complete. Any and all relevant provisions shall be void in any case of fraud, intentional concealment, or misrepresentation of material fact.

Once You report an eligible expense for Roadside Assistance Expense Reimbursement, a claim file will be opened and shall remain open for six (6) months from the date the expense was incurred.

No payment will be made on a claim that is not completely substantiated in the manner required by the Benefit Administrator within six (6) months of the date the eligible expense was incurred.

After the Benefit Administrator has paid Your claim, all Your rights and remedies against any party in respect of this claim will be transferred to the Benefit Administrator to the extent of payment made to You. You must give all assistance as may be reasonably necessary to secure all rights and remedies.

No legal action for a claim may be brought against the Benefit Administrator until sixty (60) days after receipt of all necessary documentation needed to substantiate a claim. After the expiration of two (2) years from the time written Proof of Loss was to be provided, no action shall be brought to recover on this benefit. Further, no legal action may be brought against the Benefit Administrator unless the terms and conditions of this Guide to Benefit have been complied with fully.

This benefit is provided to eligible Accountholders subject to the terms and conditions contained herein. The terms and conditions contained in this Guide to Benefit may be modified.

Modifications to the terms and conditions may be provided via additional Guide to Benefit mailings, statement inserts, or statement messages. The benefit described in this Guide to Benefit will not apply to Accountholders whose accounts have been suspended or canceled. The Roadside Assistance Expense Reimbursement described in this Guide to Benefit will not apply to Accountholders whose applicable account(s) are closed, delinquent, or otherwise in default.

Termination dates may vary by financial institution. Your financial institution can cancel or non-renew the benefit, and if they do, they will notify You at least thirty (30) days in advance. This information describes the benefit provided to You as an Accountholder.

For general questions regarding this benefit, call the Benefit Administrator at (866) 210 – 0361.

Schedule of Fees

The following fees apply to all of your accounts with The Middlefield Banking Company:

Account Closed within 90 days of Opening:	\$20.00
Account Balancing Assistance:	\$25.00 per hour (1 hour minimum)
Account Research:	\$25.00 per hour plus \$1.00 per page produced (\$25.00 minimum)
Activity Print Out:	\$1.00 per page
Check Collection Fee:	\$10.00 each
Check Printing:	Fee depends on the style of check ordered thru Third Party Vendor
Counter Check:	\$1.00 each
Garnishments:	\$75.00
IRS Levies:	\$75.00
Phone Transfer (if not done through EasyLine):	\$5.00 per transfer
Photocopy of paid check:	\$2.00 per document
Returned Deposit Item Fee:	\$10.00
Stop Payment Fee:	\$30.00
Wire Transfer-Incoming:	\$15.00 each
Wire Transfer-Outgoing Domestic:	\$30.00
Wire Transfer-Outgoing Foreign:	\$75.00

Inactive Account Fee:	\$2.00 per month after 12 consecutive months in which there has been no deposits or withdrawals to a checking or 18 consecutive months to a savings account
Dormant Account Fee:	\$2.00 per month after 60 consecutive months in which there has been no deposits or withdrawals to the account

Overdraft Fee - (Transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal or other electronic means): Maximum 6/Fees Per Day	\$35.00
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Returned Item Fee - (Transactions for which a returned item fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal or other electronic means): Maximum 6/Fees Per Day	\$35.00
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* You may be charged a Return Item Fee each time an item is presented regardless of the number of times presented.

Miscellaneous Fees:

ATM Foreign Charge:	\$1.00
ATM Surcharge:	\$4.00 for Non-Customers
ATM/Debit Card Lost/Damaged Replacement:	\$10.00
Canadian Check Processing:	\$25.00 per check
Check Cashing Service:	\$10.00 per check Non-Customers
Coin Counting Service:	20% of coin counted
Fax Copies – Outgoing:	\$1.00 per page
Foreign Currency Orders:	\$25.00 + Correspondent Bank Fee
IRA Closing Account Fee (Transfer to another bank):	\$50.00
Money Order:	\$5.00
Night Deposit Lock Bag:	\$20.00
Night Deposit Zipper Bag:	\$5.00
Notary Fee:	\$2.00 for Non-Customers
Official Check:	\$7.00
Paper Statement Fee:	\$5.00 (can be waived with the enrollment of e-statements)
Photocopies:	\$2.00

Safe Deposit Box Yearly Rental

3 x 5	\$30.00
2 x 10	\$30.00
5 x 5	\$40.00
3 x 10	\$50.00
5 x 10	\$65.00
6 x 12	\$70.00
10 x 10	\$100.00
12 x 12	\$120.00
10 x 15	\$130.00

Terms and Conditions of Your Account

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(1) 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, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement

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.

(3) Liability

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account 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 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 law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the

payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit.

You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a

third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

(5) 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 by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

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

Terms and Conditions of Your Account

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

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

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

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

(6) Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

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

Joint Account - No Survivorship. (As Tenants In Common). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however,

affect the number of signatures necessary for withdrawal.

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

(7) 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.

(8) Stop Payments

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are 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. Generally, if your

stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your

stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

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

payment against you despite the stop-payment order.

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

(9) Telephone Transfers

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

(10) Amendments and Termination

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).

(11) 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.

(12) 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.

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 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, 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.

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

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

(13) 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

Terms and Conditions of Your Account

may also use any other legal remedy to recover the amount of our liability.

(14) Temporary Account Agreement

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

(15) Setoff

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or

(c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) 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.

(17) 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.

(18) 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.

(19) 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.

(20) 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.

(21) ACH and Wire Transfers

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

(22) 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.

(23) Authorized Signer (Individual Accounts only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization

at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until:

(a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

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

(25) Account Transfer

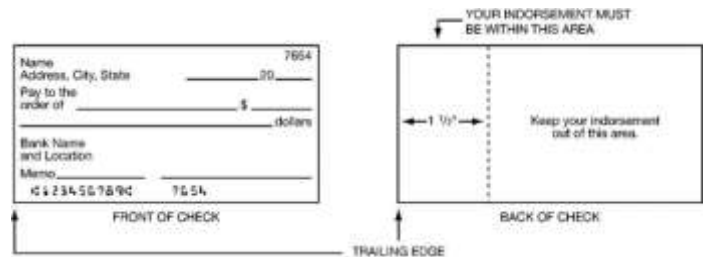
This account may not be transferred or assigned without our prior written consent.

(26) 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

Terms and Conditions of Your Account

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.

(27) 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.

(28) 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.

(29) 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.

(30) 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.

(31) Account Security

Duty to Protect Account Information and Methods of Access. 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).

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

(32) 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.

(33) Monitoring and Recording Telephone Calls and Consent to Receive Communication

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable 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 your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

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.

(34) Claim of Loss

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

reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(35) Early Withdrawal Penalties (and Involuntary Withdrawals)

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

(36) Address or Name Change

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.

(37) 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.

(38) Waiver of Notices

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

(39) Additional Terms

Notice of Negative Information

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report

Terms and Conditions Overdraft Addendum

Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees

Language that is preceded by a box below, is included only if the box is checked or marked with an " X".

Generally

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

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead, the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

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

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

Your account' s actual balance (sometimes called the ledger balance) only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic

transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money " available" in your account to make payments. In other words, the available balance takes 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 yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled " A Temporary Debit Authorization Hold Affects Your Account Balance."

Determining Your Account Balance

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

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.

For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions

Overdrafts

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

Nonsufficient Funds (NSF) Fees. If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money 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 if the amount of money in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Nonsufficient Funds (NSF) Fees.

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" section below.

Payment Types.

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.

Balance Information. Keeping track of your balance is important. You can review your balance in a number of ways including

Funds Availability. Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure 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. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A Temporary Debit Authorization Hold Affects Your Account Balance. On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine

that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, you will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Payment Order of Items. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items. We encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees. Our policy is:

Posting order is a very complex process, involving many types of transactions. Generally, however, on any given business day, we post deposits and credits first, followed by various categories of withdrawals, payments, transfers and other debits, with fees and interest (if any) posted at the end. Within various categories of debits:

- We post certain electronic transactions, such as ATM withdrawal, point of sale purchases and ACH debits, in low-to-high order based on amount within their specific categories.
- We post checks in low-to-high order based on amount, based on how they were negotiated.
- We post other items, entries and transactions in low-to-high order based on amount within their specific categories.

If there are not enough available funds in your account to cover all transactions to be paid or debited from your account on a given day, the posting order we establish will determine which ones we are able to pay or debit from available funds. The posting order can affect which transactions overdraw your account or are returned/denied, as well as the amount of related Overdraft Fees and Returned Item Fees we charge you.

Consumer Account Overdraft Disclosure

Consumer Account Overdraft Disclosure

It is important for you to use your checking account responsibly and to avoid intentionally overdrawing your account. However, we realize that financial shortfalls happen from time to time and we have options available. As a benefit to our customers, we offer these useful services to cover you in the event that you inadvertently overdraw your checking account. The various forms of Overdraft Protection that we offer are listed below and if you choose to have more than one of these associated with your account then they will be utilized in the order that they are listed below.

An overdrawn (negative) balance may result from:

- The payment of checks, electronic funds transfers, or other withdrawal requests;
- Payments authorized by you;
- The return of, unpaid, items deposited by you;
- The imposition of service charges; or
- The deposit of items, which, according to the Bank's Funds Availability Policy, are treated as not yet available or finally paid.

OVERDRAFT PROTECTION OPTIONS:

1. **TRANSFER FROM ANOTHER ACCOUNT** -- If you have other accounts with us, you can authorize us to transfer the funds needed to cover your overdraft with signed documentation. Overdraft transfer is available for transfer of funds from a checking, savings, or money market account, to cover your overdraft.
2. **LINE OF CREDIT** – Demand Deposit Loan is a separate line of credit that is attached to your checking account to cover overdrafts. This service requires approval of a credit application. The amount of the line of credit is based on your credit worthiness. Contact bank for terms and conditions.

OVERDRAFT PRIVILEGE:

Smart Pay is a deposit service we add to your checking account to cover inadvertent overdrafts, subject to the eligibility criteria as explained below. With Smart Pay, we will strive to pay your overdraft items; however, whether your overdrafts will be paid is discretionary and we reserve the right not to pay.

Our decision to pay or return an item drawn on insufficient funds will be based on account handling and may include, but are not limited to, the following criteria:

- Average account balance,
 - Recent NSF/Overdraft activity,
 - Age of account,
 - Number and dollar amount of deposits,
 - Repayment patterns of prior NSF/overdrafts, and
 - Deposit patterns
- The dollar size of the shortage of available funds and **therefore of a resulting overdraft in relation to the customer's average balance in the account.**

You will be charged an overdraft or nonsufficient funds return item fee for each item that is presented (see fee schedule). When more than one item is presented and paid, multiple overdraft fees may be charged. All deposits to overdrawn accounts are applied to the negative balance first.

Your Smart Pay limit may change daily. The daily limit amount will be determined by how long the account has been open and how you are using your account based on transaction activity including, but not limited to, average account balance, recent NSF/overdraft activity, age of account, number of deposits, dollar amount of deposits, repayment patterns, and deposit patterns. The decision to pay an item will continue to be at our discretion. This discretionary service is generally limited to amounts ranging from \$150 to \$1,500. However, if your account remains overdrawn for 20 or more days your Smart Pay limit may be reduced to \$0 until one business day after a deposit that brings the account balance positive.

FEES - We will charge you an Overdraft fee each time we pay an overdraft (see fee schedule). If your account is overdrawn by less than \$25.00 at the end of daily processing, the account will not be charged an Overdraft Fee.

Any transaction drawn on your account (not including ATM or everyday debit card transaction) that we return unpaid due to nonsufficient funds (NSF) in your account will result in a Return Item Fee (see fee schedule).

The Bank has established a daily limit to the total number of combined Overdraft and Return Item Fees of six (6) per day.

NOTE: Please be aware that deposit holds placed on your account or holds placed for pending electronic transactions, such as hotel or rental car deposits, reduce your available balance and may cause your account to become overdrawn.

ELIGIBILITY - No application is required for Smart Pay; eligibility is at the sole discretion of the Bank. However, the account types that are not eligible for Smart Pay are listed below. We may limit the number of accounts eligible for Smart Pay to one account per household.

Non-Eligible Account Types

- Health Savings Accounts (HSA)
- Minor Accounts
- IOTA/IOLTA Accounts
- Clean Slate Basic Checking
- Clean Slate Checking
- Money Market Accounts
- Savings Accounts
- Public Funds/Charitable Organizations Accounts

SUSPENSION/REVOCAION - Smart Pay may be suspended or permanently removed from your account at any time at the Bank's discretion including, but not limited to, for any of the following reasons:

- Your account type is not eligible
- Your account remains overdrawn for twenty (20) or more consecutive days
- You are subject to any legal or administrative orders, levy, or are currently a party in a bankruptcy proceeding Your account is being reviewed for fraudulent activity or transactions
- A Chex Systems or any other negative indicator has been reported to us Your account is classified as inactive
- You have an unresolved prior loss with the Bank We do not have a valid address for you
- We believe you are not managing your account in a responsible manner which may harm you or us

TRANSACTIONS ELIGIBLE FOR SMART PAY - Smart Pay will be available for all checks presented for payment, ACH transactions, preauthorized automatic transfers, Internet banking and telephone banking.

CARD COVERAGE

Smart Pay will NOT be available for ATM and everyday debit card transactions UNLESS you authorize the bank to do so by affirmatively opting-in. You may opt-in, or out, of Smart Pay for ATM and everyday debit card transactions at any time by calling Customer Support at 1-888-801-1666, or stop by any Middlefield Bank location.

- NOTE: If you have consented to Smart Pay for ATM transactions, please verify your balance before initiating an ATM cash withdrawal. All overdrafts will be subject to an overdraft fee for each withdrawal until the account returns to a positive balance.

SMART PAY OPT OUT - If you do not want to have Smart Pay and you would like us to remove this benefit from your account, you may opt out by contacting Customer Support at 1-888-801-1666, or by visiting any of our branch locations. It is important for you to consider that there is no additional cost for Smart Pay and that by opting out you are instructing us to return, unpaid, all items presented against insufficient funds. If you opt out, you will be charged a nonsufficient funds return item fee for each item returned.

EXCESSIVE USE - We monitor accounts for chronic or excessive use. If you overdraw your account more than six times in a rolling twelve-month period you will be contacted by mail, periodic statements or telephone to discuss alternatives and/or continued use of Smart Pay.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be

notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of overdrafts plus our NSF Return Item fees and/or Overdraft fees that you owe us shall be due and payable upon demand. If there is any overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our NSF Return Item fees and/or Overdraft fees.

The Smart Pay Service does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual implied obligation of or by the Bank. This service represents a purely discretionary courtesy or privilege that the Bank may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.

Regulation CC Funds Availability Disclosure

YOUR ABILITY TO WITHDRAW FUNDS AT THE MIDDLEFIELD BANKING COMPANY. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. However, funds from electronic direct deposits will be available on the day we receive the deposit. Once the funds are available, you can withdraw them in cash and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. We have different deposit cut-off hours for different locations. Our cut-off hours are as follows:

Deposit Cut-off Hours				
	Beachwood, Solon & Twinsburg	Dublin, Sunbury, Plain City, Powell, Marysville, Westerville (State St.) & Westerville (Cleveland Ave)	Bellefontaine (North) Bellefontaine (South), Ada & Kenton	All Other Locations
Monday	4:00 PM	5:00 PM	4:30 PM	5:00 PM
Tuesday	4:00 PM	5:00 PM	4:30 PM	5:00 PM
Wednesday	4:00 PM	5:00 PM	4:30 PM	5:00 PM
Thursday	4:00 PM	5:00 PM	4:30 PM	5:00 PM
Friday	5:00 PM	5:00 PM	5:00 PM	6:00 PM

If you make a deposit before our cut-off hour 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 our cut-off hour or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Reservation of Right to Hold. 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 deposit, however, may be available on the first business day after the day of your deposit. 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 business day after we receive your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- 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.
- We believe a check you deposit will not be paid.
- 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.

Holds On Other Funds. If we cash a check for you that is drawn on another financial institution, 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 financial institution, 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.

Special Rules For New Accounts. If you are a new customer, the following special rules may apply during the first 30 days your account is open:

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. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in

person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from deposits of checks drawn on THE MIDDLEFIELD BANKING COMPANY will be available on the business day after the day of your deposit.

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

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

15200 Madison Rd., Suite 104 Middlefield OH 44062

888-801-1666

You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed)

the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect); An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check:
 - o the check number
 - o the amount of the check,
 - o the date of the check, and
 - o the name of the person to whom you wrote the check

Electronic Funds Transfers: Rights & Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox only apply if checked. You should keep this notice for future reference.

Types of Transfers, Frequency, and Dollar Limitations

(a) Prearranged Transfers.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your

- checking
- savings
- prepaid account(s).

Preauthorized payments. You may make arrangements to pay certain recurring bills from your

- checking
- savings
- prepaid account(s).

(b) Telephone Transfers. You may access your account(s) by telephone at 1-877-622-2794 using a touch tone phone, your account numbers, and your personal identification number, to

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from Line of Credit to Checking
- Transfer funds from to
- Make payments from checking to loan accounts with us
- Make payments from Savings to loan accounts with us
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
-
-

(c) ATM Transfers You may access your account(s) by ATM using your ATM card or Debit card and personal identification number to:

- Making deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts you may withdraw no more than \$500.00 per day
- Get cash withdrawals from savings accounts you may withdraw no more than \$500.00 per day
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from to
- Make payments from checking account to
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
-
-

(d) Point-of-Sale Transactions.

Using your card:

- You may access your
- checking account account(s)
- account(s)
- to purchase goods
 - in person, by phone, by computer,
- pay for services
 - in person, by phone, by computer,
- get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may not exceed more than \$ 3,000.00 in transactions per day, exclusive of ATM withdrawals

or, \$1,000.00 in off-line transactions per day.

(e) Computer Transfers You may access your account(s) by computer by using EasyLink online banking, at www.middlefieldbank.bank and using your access ID and password to:

- Transfer funds from checking to savings
- Transfer funds from savings to Checking
- Transfer funds from Line of Credit to Checking
- Transfer funds from to Checking
- Make payments from checking to loan accounts with us
- Make payments from Savings to loan accounts with us
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
- Pay bills from checking account.
-

(f) Mobile Banking Transfers

You may access your account(s) by web-enabled cell phone by mobile application and using your access ID and password to

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from Line of credit to Checking
- Transfer funds from to
- Make payments from checking to loan accounts with us
- Make payments from to
- Make payments from to
- Get checking account(s) information
- Get saving account(s) information
- Pay bills from checking account.
-
-
-

You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

(g) Electronic Fund Transfers Initiated by Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These

Electronic Funds Transfers: Rights and Responsibilities

transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

- Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:
 - Not exceed more than _____ payments by electronic check per _____.
 - Make payments by electronic check from _____. Payments are limited to _____ per _____.

- Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:

- Make no more than _____ payments per _____ for electronic payment of charges for checks returned for insufficient funds.
- Make electronic payment of charges for checks returned for insufficient funds from _____. Payments are limited to _____ per _____.
-

General Limitations

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfer or withdrawals from an account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to _____ per _____. If you exceed the transfer limitations set forth _____.
-

Fees

- We charge _____ each _____ to our customers whose accounts are set up to use _____.
- We charge _____ each _____ but only if the balance in the _____ falls below _____ during the _____.
- Please refer to _____ for a list of all the prepaid account/card fees.

- There is a Replacement Card Fee of \$10.00 per card. There is an ATM/Debit Card PIN change fee of \$2.00 per request.
- See Additional Information section about using a MoneyPass network ATM.

Except as indicated above, we do not charge for Electronic Fund Transfers

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

- (a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using a(n)
- automated teller machine
 - point-of-sale terminal.
- You may not get a receipt if the amount of the transfer is \$15 or less.

(b) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

(c) In addition,

- You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- You may obtain information about the amount of money you have remaining in your prepaid account by calling the telephone number listed below. This information, along with a 12-month history of account transactions, is also available online at _____.
- If your prepaid account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- You also have the right to obtain at least 24 months of written history of your prepaid account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
-

Preauthorized Payments

(a) Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

We charge \$30.00 for each stop payment.

(b) Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(c) Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

(a) Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your account to make the transfer. If the transfer would go over the credit limit on your overdraft line.
- If the automated teller machine where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
 - (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
 - (3) in order to comply with government agency or court orders; or
 - (4) if you give us written permission.
- as explained in the separate Privacy Disclosure.

Unauthorized Transfers

(a) Consumer Liability. Tell us at once if you believe your card and/or code has been lost or stolen, or (if your

account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

Visa® Debit Card. Additional Limits on Liability for . Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to anonymous Visa prepaid card transactions, or to transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

Mastercard® Debit Card. Additional Limits on Liability for unauthorized Master Card Point of Sale debit card transactions. You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

Electronic Funds Transfers: Rights and Responsibilities

(a) Consumer Liability. There are no limitations on your liability for unauthorized transfers using this prepaid card. This is because we do not have a consumer identification or verification process for this prepaid card.

Error Resolution Notice

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

There is not an error resolution process for prepaid cards. This is because we do not have a consumer identification or verification process for the prepaid cards we offer.

In Case of Errors or Questions About Your Prepaid Account Telephone or Write at the telephone number or address listed in this disclosure as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be

viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the telephone number or address listed in this disclosure. You will need to tell us:

- (1) Your name and prepaid account number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

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

If you need more information about our error-resolution procedures, call us at the telephone number listed in this disclosure or visit

Keep reading to learn more about how to register your card.

Warning regarding unverified prepaid accounts. It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to the website or call us at the telephone number listed in this disclosure. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number, so that we can verify your identity).

Important Information Regarding Your Prepaid Card

- FDIC insurance eligibility for your prepaid card.
- Be sure to register your card for FDIC insurance eligibility and other protections. Your funds are eligible for FDIC insurance.
- Your funds will be held at or transferred to us, an FDIC insured institution. Once here, your funds are insured up to \$250,000 by the FDIC in the event we fail, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.
- NCUA insurance for your prepaid card, if eligible.
- Be sure to register your card for NCUA insurance, if eligible, and other protections. Your funds are NCUA insured, if eligible.
- Your funds will be held at or transferred to us, an NCUA-insured institution. Once here, if specific share insurance requirements are met and your card is registered, your funds are insured up to \$250,000 by the NCUA in the event we fail.
- NOT FDIC or NCUA insured. The funds in our prepaid card are not FDIC or NCUA insured.
- Treat this card like cash.
- Your funds will be held at or transferred to us. If we fail, you are not protected by FDIC deposit or NCUA share insurance and you could lose some or all of your money.
- Register your card for other protections.

No overdraft/credit feature. There is no overdraft/credit feature associated with your prepaid card.

Prepaid account information or complaints. For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Our contact information. You can use the contact information listed in this disclosure to get more information about your prepaid card. Contact us by: phone mail at our website.

Additional Information

Stop payments on ATM, POS or Debit Card transactions. You may not place a stop payment order on any ATM, POS or Debit Card transaction.

Personal identification number (PIN). The PIN issued to is your security. The number is confidential and should not be disclosed to third parties or recorded on the card. You are responsible for the safekeeping of your PIN. You agree not to disclose or otherwise make your PIN available to anyone not authorized to sign on your accounts.

Termination of ATM/POS services:

You agree that we may terminate your use of ATM/POS services if:

- You or any authorized user of your card or PIN breach this or any other agreement with us.
- We have reason to believe that there has been unauthorized use of your card or PIN.
- We notify you that we have cancelled or will cancel this agreement.

Termination of this agreement will not affect the rights and responsibilities of the parties under this agreement for transactions initiated before termination.

There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy to determine the availability of funds deposited at ATMs.

You may be charged a Return Item Fee each time an item is presented regardless of the number of times presented.

There is no charge for ATM withdrawals or deposits made at machines owned by us or part of the MoneyPass network. There is a \$1.00 charge for each ATM withdrawal at machines we do not own or that are not part of the MoneyPass network. ATM/Operator fees may also be charged for use of machines outside the MoneyPass network.

Electronic Funds Transfers: Rights and Responsibilities

By signing below customer acknowledges receipt of pages 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this notice:

SIGNED

DATED

INSTITUTION (name, address, telephone number, etc., and business days)

Middlefield Banking Company

15985 E High St, PO Box 35
Middlefield, OH 44062

Business days, Monday thru Friday, excluding Federal Holidays.

(888) 801-1666

(440) 632-1666

How to Make Your Mortgage Payments

Lender

The Middlefield Banking Company
15985 E. High Street, P.O. Box 35
Middlefield, OH 44062

Borrower

Date

Property Address:

Loan Number:

Mortgage Loan Payments

Please note we have implemented the following payment requirements to help us process your mortgage loan payments in a timely fashion:

Days. Payment will be accepted on the following days:

- Payments are accepted and credited any day that we are open for business.
- Payments are generally accepted and credited on the day we receive them, except those payments received on a Saturday or on a legal holiday and will be credited the next business day.
- If you make a payment at one of our branches Monday thru Thursday between the hours of 8:00 A.M. and 5:00 P.M. or on Friday from 8:00 A.M. to 6:00 P.M. the payment will be credited as of that date. Payments received after 6:00 P.M. on Friday, or on a Saturday, will be credited on the next business day.

Cut-Off Time. The payment must be received by the days/times noted above in order to be credited on that day. If payment is received after this time, it will be credited on the next business day.

Mailing Address. If you are mailing your payment, please send it to the following address:

The Middlefield Banking Company
15200 Madison Road
Middlefield, OH 44062

Address for In-Person Delivery. If you are making your payment in person, the payment may be dropped off at the following location(s):

ANY MIDDLEFIELD BANKING COMPANY OFFICE

Other Payment Requirements.

PAYMENTS RECEIVED VIA EZLINK ONLINE BANKING SERVICE:

EZLINK PAYMENTS MADE PRIOR TO 6:00 P.M. EASTERN STANDARD TIME MONDAY THRU FRIDAY WILL BE CREDITED ON THAT DATE. PAYMENTS MADE ON A LEGAL HOLIDAY, SATURDAY, SUNDAY, OR AFTER 6:00 P.M. EASTERN STANDARD TIME, MONDAY THRU FRIDAY WILL BE CREDITED ON THE NEXT BUSINESS DAY.

PAYMENTS RECEIVED VIA EZLINE TELEPHONE BANKING SERVICE:
EZLINE PAYMENTS MADE PRIOR TO 6:00 P.M. EASTERN STANDARD TIME MONDAY THRU FRIDAY WILL BE CREDITED ON THAT DATE. PAYMENTS MADE ON A LEGAL HOLIDAY, SATURDAY, SUNDAY, OR AFTER 6:00 P.M. EASTERN STANDARD TIME, MONDAY THRU FRIDAY WILL BE CREDITED ON THE NEXT BUSINESS DAY.

PAYMENT MADE BY ANY OTHER METHOD WILL BE CREDITED WITHIN 5 BUSINESS DAYS OF RECEIPT.

Privacy Statement

FACTS	WHAT DOES THE MIDDLEFIELD BANKING COMPANY DO WITH YOUR PERSONAL INFORMATION?
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
WHAT?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> • Social Security number and income • account balances and transaction history • credit scores and employment information <p>When you are no longer a customer, we continue to share your information as described in this notice.</p>
HOW?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their personal information; the reasons The Middlefield Banking Company chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does The Middlefield Banking Company share?	Can you limit this sharing?
For our everyday business purposes- such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes- to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes-information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes-information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For nonaffiliates to market to you	No	We don't share

QUESTIONS?	Call 888-801-1666 or go to easylink@middlefieldbank.com
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Who we are	
Who is providing this notice?	The Middlefield Banking Company

What we do	
How does The Middlefield Banking Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does The Middlefield Banking Company collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • open an account or apply for a loan • give us your contact information or make deposits or withdrawals from your account • provide account information <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purpose-information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>MB Insurance Services, LLC</i>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> • <i>The Middlefield Banking Company does not share with nonaffiliates so they can market to you.</i>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> • <i>Our joint marketing partners include a check producing company.</i>

Other Important Information



*The Middlefield
Banking Company*

My Community. My Bank.

middlefieldbank.bank

888.801.1666



Member
FDIC