

## IMPORTANT UPDATES TO THE DEPOSIT ACCOUNT AGREEMENT DATED JUNE 1, 2013

The following changes are being made to the Deposit Account Agreement ("Agreement"), dated June 1, 2013. The effective date of the change is October 15, 2013. Except as may be amended herein, all other terms and conditions of the Agreement remain in effect.

1. **Funding Your Account, Funds transfer via linked account, located on page 1:** The entire section is deleted and is being replaced with the following:

**Funding Your Account:** You may initially fund your account or make deposits to your account as follows:

- **Funds transfer via linked account:** You may provide us with information about a deposit account you own at another financial institution and that you want to use to fund or make deposits to your account. When you choose this method of funding your account with us, the external account you identified will be available for future transfers to and from your account at the Bank. To register an account at another financial institution, you may contact Customer Service or initiate the registration process by logging on to online banking. To learn more about linked accounts, see section entitled "Registering an External Account" below.

2. **Deposit Limitations:** Located on page 2, is being deleted and replaced with the following:

**Deposit Limitations:** The Bank does not accept the following for deposit: Double endorsed checks, stale dated checks, postdated checks, foreign checks, third party checks, and incomplete checks and money orders, traveler's checks, starter checks, temporary checks, counter checks, U.S. or foreign currency cash deposits, or foreign currency deposits by wire transfer or ACH.

At its discretion, the Bank may establish an aggregate principal deposit limit per a depositor and refuse, return or limit any deposit into an account which exceeds the limit. Call us or visit DemoBank.com for our current limit.

3. **Registering an External Account:** Located on page 2. The third paragraph is deleted and is being replaced with the following:

When you register an external account, you represent and warrant that you are the owner on the account at the other financial institution and that you have full right and authority to all funds held in the account. You authorize the Bank and our agents to verify information about your external account, to initiate debits and credits to your external account, to verify that you own the external account, and to perform fund transfers via ACH, wire transfers or any other means that you may request to and from your account with the Bank. You also authorize the bank that holds your external account, or any external account that you register to your account with us, to honor these debits and credits. If we are unable to verify your external account, the transfer of funds from your account with the Bank to the external account may be restricted in accordance with the section entitled "Closing or Restricting an Account" below.

4. **Security Interest, Right of Set-Off:** Located on page 5, is replaced with the following:

**Security Interest, Right of Set-Off:** You grant to the Bank and to each of the Bank's direct or indirect subsidiaries (each a "Subsidiary") (e.g., Demo Bank Commercial Inc. and Millrock Aviation Financial, LLC) a security interest in your account with the Bank and all funds therein, to secure payment of any money that you owe to the Bank (including without limitation charges and fees as set forth in the Schedule of Fees owed to the Bank) or to any Subsidiary, now or in the future. You acknowledge the Bank's right to set-off and grant to the Bank the right on behalf of any Subsidiary to set-off the funds in your account against any money you owe to the Bank or to any Subsidiary. You agree that the Bank can comply with the instructions of any Subsidiary to direct the disposition of funds in your account, without further consent from you, for application to the money you owe to such Subsidiary. The Bank may exercise and honor such security interests and rights of set-off in any proportions and in any order, in its absolute discretion. You agree that the security interests you have granted to the Bank and to the Subsidiaries by this Agreement are consensual and in addition to any

rights of set-off. The Bank or any Subsidiary may exercise its security interest or right of set-off without prior recourse to other sources of repayment or collateral, if any, and even if such action causes you to lose interest, have checks drawn on our account returned, incur any early withdrawal penalty or suffer any other consequence. If the Bank or any Subsidiary exercises its security interest or right to set-off, it will notify you to the extent required by applicable law. By opening and maintaining your account, the Bank, on its own behalf and on behalf of the Subsidiaries, agrees to the provisions of this section. If the law restricts our ability to take or set-off funds in your account, or if some government payments are protected from attachment, levy or legal process, to the extent that you may do so by contract, you waive those conditions and limits and authorize us to apply funds in any or all of your accounts to obligations you owe us or any Subsidiary.

**6. Closing or Restricting an Account:** Located on page 6, is deleted and replaced with the following:

**Closing or Restricting an Account:** The Bank has the right to close any savings account, CD or any other type of deposit account at any time without notice and without your consent for any reason unless prohibited by applicable law. For example, the Bank may close your account if you: (i) provided incorrect or misleading information when opening the account, (ii) are maintaining an overdrawn account, (iii) are repeatedly exceeding the six-withdrawals or transfers monthly limitation for your savings account or (iv) are conducting illegal or fraudulent activity or the Bank suspects that you are conducting illegal or fraudulent activity. The Bank also has the right to suspend or restrict withdrawals, by any party, from any savings account, CD or any other deposit account at any time without notice and your consent. If we close your account, we may return your account balance to you electronically, by mail, wire or any other means we choose. The Bank may refuse to pay any debits or other items presented or re-presented for payment after your account is closed or restricted, but the Bank is not obligated to refuse payment of those debits or other items, and the Bank will not be liable for the payment of any debit or other item presented after your account is closed or restricted. If your account reaches a zero balance and remains at zero for 60 days, the Bank may consider your account closed.

**6. Limitation of Transfers:** Located on page 8 is amended as follows: The last bullet "You may not transfer funds internationally" is replaced with the

following: "Transactions can only be directed to U.S. held accounts."

**7. Wire Transfer Terms,** paragraph 1, located on page 9: The following sentence is added as the third sentence of this paragraph. "It may take one (1) to three (3) Business Days to process your wire transfer request."

**8. Wire Transfer Terms,** paragraph 8(a), located on page 10 is deleted and is replaced with the following:

(a) The Bank will verify your identity and account ownership prior to accepting your payment order. If the Bank is unable to verify your identity or is unable to verify your ownership of the account at the other financial institution, the payment order will not be accepted. Once the Bank has verified your identity and ownership of the account, your payment order will be initiated through a call back process in which the person giving the payment order instruction will be required to confirm the information in the payment order and to provide the correct answer to one or more security questions and/or PIN. In case the Bank's call back process cannot be completed, your payment order will not be processed.

# Deposit Account Agreement

(Effective June 1, 2013)

This document contains the terms and conditions governing your deposit accounts with Demo Bank and other important information and related agreements for your account, including our Funds Availability Policy, Electronic Funds Transfer Disclosure, Truth-in-Savings Disclosure, Wire Transfer Terms, Schedule of Fees, and Privacy Policy which are incorporated herein by reference ("Agreement"). By using your deposit account or any related services, you agree to the terms and conditions of this Agreement. Please read this document carefully and keep it in a safe place. In this Agreement, the words "you" and "your" mean the person(s) who maintains an account with us, individually and collectively, and any person authorized to use this account, and "we," "us," or the "Bank" means Demo Bank.

**PLEASE REVIEW THE ARBITRATION AGREEMENT, JURY TRIAL AND CLASS ACTION WAIVER, WHICH BEGIN ON PAGE 11.**

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## ACCOUNT OPENING

**Who May Open an Account:** Accounts may be opened by a citizen or a legal permanent resident of the United States ("U.S."), who is at least 18 years old and who has a Social Security Number and physical street address in the U.S. We will not accept a post office box as an address to open an account.

**Important Information About 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. This means that when you apply for an account, we will ask for your name, address, date of birth, Social Security Number, and other information that will allow us to identify you. We may also ask for a copy of your driver's license or other identifying documents. You authorize us to order a consumer credit report from a credit reporting agency as part of our account opening procedures and from time to time thereafter as we deem necessary or prudent.

**Backup Withholding:** Federal law requires us to have a valid Social Security Number for each account owner so that we can correctly report interest earned for tax purposes. To meet that requirement, you must certify your Social Security Number during the application process. This certification is completed by returning your signature card contained in your Welcome Kit or if you opened your account online, will be verified during the online account opening process. If this information is not provided, we are required to withhold a

percentage of the interest earned on the account. This is commonly referred to as "Backup Withholding."

In some states, withholding state tax may apply as well.

**Types of Accounts:** The Bank offers Certificate of Deposit Accounts ("CD") and Savings Accounts. Each type of account operates differently, and the terms and conditions governing each account are provided below.

**How to Open an Account:** Accounts may be opened through DemoBank.com or by calling Customer Service at 1-855-730-SAVE (7283) between 7:00 a.m. and 11:00 p.m. CT, Monday through Friday.

**Funding Your Account:** You may initially fund your account or make deposits to your account as follows:

- **Funds transfer via linked account:** You may provide us with information about a deposit account you own at another financial institution and that you want to use to fund or make deposits to your account. This is the best way to initially fund your account. When you choose this method of funding your account with us, the external account you identified will be available for future transfers to and from your account at the Bank. To register an account at another financial institution, you may contact Customer Service or initiate the registration process by logging on to online banking. To learn more see section entitled "Registering an External Account" below.
- **Check:** To make a deposit by check, please mail your check to Demo Bank, P.O. Box 4571, Carol Stream, IL 60197-4571. You may make the check

payable to Demo Bank or to yourself. You should endorse the back of your check "For Deposit Only" and include your correct account number.

- Wire transfer: You may choose to fund your account or make deposits to your account by wire transfer from an account you own at another financial institution.
- By Automated Clearing House (ACH) transaction: You may have a financial institution initiate an ACH from an account you own at that financial institution.
- From an existing Demo Bank Account: You may fund your account from an existing account you have with us.

When opening an account, you must fund the account in the timeframes established under the terms of this Agreement. For more information, see the following sections: (i) "Registering an External Account;" (ii) "Minimum Opening Balance," under the heading "Online Savings Account;" and (iii) "Minimum Opening Balance," under the heading "Certificate of Deposit."

**Deposit Limitations:** The Bank does not accept the following for deposit: Double endorsed checks, stale dated checks, postdated checks, foreign checks, third party checks, and incomplete checks and money orders, traveler's checks, U.S. or foreign currency cash deposits, or foreign currency deposits by wire transfer or ACH.

**Withdrawal Rules:** For the Bank to initiate an ACH transfer from your account at the Bank to an account you own at another financial institution, you must create a linked account. See section entitled "Registering an External Account" below for details on establishing a linked account. You may have a financial institution other than us initiate an ACH transfer from your account at the Bank to an account you own at another financial institution without creating a linked account with us. You may also make withdrawals from your account at the Bank to an account you own at another financial institution through a wire transfer. Withdrawals are also subject to the Truth-in-Savings disclosure below and the withdrawal limits contained in the "Additional Terms and Conditions" section below.

**Registering an External Account:** You may make deposits to your account by instructing the Bank, on your behalf, to electronically debit funds from an account owned by you at another financial institution (i.e., to initiate an ACH debit). When you choose this method of funding your account or making deposits with us, the external account must be registered with the Bank and will also be available for future ACH transactions between your account at the Bank and the external account (the "linked account"). You may register up to four (4) external accounts. When you register an external account, you authorize the Bank to credit your external account with two (2) trial deposits less than \$1.00 in value. These transactions will show as being initiated by Demo Bank. To complete the registration of your external account, you will be required to verify the amounts of the two (2) trial

deposits within 14 days of registering your account. Once you have verified the trial deposits, your external account will be a linked account and you may immediately initiate an ACH transfer from such account. Note that it may take up to three (3) Business Days for your ACH transfer to be credited to your account with us from the date the transfer is initiated. For deposits to your account using a linked account, funds will be available for withdrawal on the sixth (6) Business Day after the deposit has been credited to your account.

When you register an external account, you represent and warrant that you are the owner on the account at the other financial institution and that you have full right and authority to all funds held in the account. You authorize the Bank and our agents to verify information about your external account, to initiate debits and credits to your external account, to verify that you own the external account, and to perform fund transfers via ACH, wire transfers or any other means that you may request to and from your account with the Bank. You also authorize the Bank that holds your external account, or any external account that you register to your account with us, to honor these debits and credits.

You further acknowledge and agree that the Bank is relying upon the information you provide when it processes ACH transactions on your behalf, and that the Bank will not be responsible for any errors or discrepancies in the account names and numbers or the ABA routing number and name of the financial institution holding your account. You agree that the Bank has no responsibility to investigate discrepancies between names and account numbers.

To register an external account, contact Customer Service at 1-855-730-SAVE (7283) between 7:00 a.m. and 11:00 p.m. CT, Monday through Friday or log in to online banking.

## TRUTH-IN-SAVINGS DISCLOSURE

### ONLINE SAVINGS ACCOUNT

**Minimum Opening Balance:** There is no minimum deposit required to open an Online Savings Account. If you fail to fund your account within 60 days of account opening or fail to maintain a positive balance in your account for 60 days, the Bank may consider your account closed.

**Maximum Deposit:** Each Online Savings Account is subject to a maximum deposit limitation of \$1,000,000, but note that FDIC deposit insurance may not be available for the total amount of your deposits. To determine how much insurance is applicable to your accounts with us, please visit the FDIC website at [www.fdic.gov](http://www.fdic.gov). In addition you may call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

**Payment of Interest:** A minimum deposit of \$1.00 is required to earn interest. Interest is paid on the daily balance method. This daily balance method applies a daily periodic rate to the principal and interest that has accrued in the account each day. This means that the interest from your account is calculated every day on a 365 day year/366 day for leap years. Interest begins to accrue on the Business Day that we

receive your deposit. If the account is closed before interest is credited, accrued interest will be paid through the day the account is closed. The Bank may at its discretion at any time change the interest rate and the Annual Percentage Yield ("APY").

**Transaction Limitations:** In accordance with applicable law, you are permitted a maximum of six (6) preauthorized, automatic telephone transfers, online transfers, or withdrawals per a monthly statement period from a savings account to another of your accounts at the Bank or to a third party. If you make more than six (6) withdrawals or transfers in a monthly statement period, we will deny and/or reject the transfer, and we may close your account. In determining when a transfer is made, we use the date the transfer is made. For more information, see the section entitled "Closing or Restricting an Account" below.

**Notice of Withdrawal Requirements on Savings Accounts:** In accordance with applicable law, the Bank reserves the right to require you to give the Bank written notice of your intention to make a withdrawal seven (7) days before the withdrawal is made. Payment by the Bank without requiring seven (7) days' notice will not constitute a waiver of the Bank's right to require the notice.

## CERTIFICATE OF DEPOSIT

**Minimum Deposit:** A minimum deposit of \$500 is required to open a Certificate of Deposit ("CD"). If you fail to fund your account within 30 days of account opening, the Bank may consider your account closed.

**Maximum Deposit:** Each CD is subject to a maximum deposit limitation of \$1,000,000, but note that FDIC deposit insurance may not be available for the total amount of your deposits. To determine how much insurance is applicable to your accounts with us, please visit the FDIC website at [www.fdic.gov](http://www.fdic.gov). In addition you may call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342).

**Interest:** The interest rate and Annual Percentage Yield (APY) is fixed for the term of your CD. The stated APY in your deposit account confirmation notice assumes interest remains on deposit until maturity and if you select to receive interest during the term of the CD, the APY you receive will be lower than the stated APY. Interest is compounded daily and credited to the account monthly. Interest is calculated using the daily balance method. This method applies a daily periodic rate to the principal and interest that has accrued in the account each day. This means that the interest from your account is calculated every day on a 365 day year/366 day for leap years. Interest begins to accrue on the Business Day that we receive your deposit. If the account is closed before interest is credited, accrued interest will be paid up to the date of closing but an early withdrawal penalty will apply. See section entitled "Early Withdrawal Penalty" for details.

**Payment of Interest:** Accrued Interest will be credited to your account monthly and automatically added to your principal balance. You can withdraw the interest credited to your

account (without an early withdrawal penalty), at any time during the term of the CD, by either transferring the interest to another account you own at the Bank or to a linked account. You may also select to have your accrued interest automatically transferred by the Bank on a monthly basis to another account at the Bank or to a linked account. To select an interest payment option, please contact Customer Service. Withdrawal of interest will reduce earnings and your resulting APY will be lower than the stated APY for the CD. Withdrawal of interest will reduce earnings and your resulting APY will be lower than the stated APY for the CD.

**Additional Deposits:** Not permitted during the term of the CD.

### Grace Period:

There is a ten (10) calendar day grace period from the maturity date in which funds may be withdrawn without penalty. Interest will continue to accrue during the Grace Period; however, interest will not be paid if some or all of the funds are withdrawn during the Grace Period.

**Early Withdrawal Penalty:** You may not make a partial withdrawal of principal prior to maturity. If your CD is redeemed prior to maturity, we will close the CD. For a CD with a term of less than twelve months, the penalty amount will be equal to 90 days simple interest, on the balance of the CD, at the interest rate in effect for the CD. For a CD with a term of twelve (12) months to five (5) years, the penalty will be an amount equal to 270 days simple interest, on the balance of the CD, at the interest rate in effect for the CD. For a CD with a term of more than five (5) years, the penalty will be an amount equal to 365 days simple interest, on the balance of the CD, at the interest rate in effect for the CD. Simple interest is calculated on a 365 calendar year. An early withdrawal penalty could result in the reduction of the principal amount. An early withdrawal of principal, without penalty, is allowed only in the event of death or the judicial or administrative determination of legal incompetence of an owner.

**Renewal:** Your CD will automatically renew for successive, like periods unless you request payment on the stated maturity date or prior to the expiration of the Grace Period. Each renewal will be on the same terms, except that the rate of interest during each renewal period will be at the interest rate set by the Bank at the beginning of that renewal period. You may select a different term and/or principal amount of your CD during the Grace Period following each maturity date. The Bank reserves the right not to renew your CD if the Bank mails written notice of non-renewal to your address of record with the Bank at least 30 days before the date your CD will mature.

**10-Day CD Rate Guarantee:** If you fund your CD on the day you open your account or within the next nine (9) days of account opening, you will get the highest published interest rate and APY we offer on the CD product and term you selected during those ten (10) days. Please allow enough time for us to receive your deposit. ACH transfers you initiated from another financial institution may take up to three (3) Business Days to process. Electronic transfers you initiate

through a linked account may take up to five (5) Business Days to process. Mailed checks can take up to five (5) Business Days to receive and process. If your account is funded after the 10-day period, the rate will be the interest rate and APY available for your CD product and term on the date the account is funded. If you do not change your CD product and/or term when renewing your CD, you will automatically get the highest interest rate and APY we offer for the same CD product and term available during the 10-day Grace Period.

## TYPES OF ACCOUNT OWNERSHIP

**Individual Accounts:** An account owned by one individual. The owner is the only person who can access the account or make changes to the account.

**Joint Accounts:** A joint account is an account in the names of two or more persons. Each party to the account has a present right to payment from this account. Each owner can withdraw any amount of available funds at any time or close the account. The Bank may make payment from this account, including payment of the entire account balance, pursuant to any statutory or common law right of set-off, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the parties; and on request to a trustee in bankruptcy, receiver in any state or federal insolvency proceeding, or the duly authorized insolvency representative of any one or more of the parties. The Bank is not required to determine net contributions from each account owner.

**Right of Survivorship:** The Bank assumes that when you open a joint account you intend to create a right of survivorship. A right of survivorship means that if one of the joint depositors passes away, the money in the account belongs entirely to the surviving depositor(s).

**Pay-On-Death (POD) Accounts:** If your account is a POD account, ownership of your account cannot be changed by your will.

This account belongs to you (including any joint account holder), during your lifetime and belongs to the designated POD beneficiary/beneficiaries upon the death of all account holders. The beneficiary/beneficiaries have no present right of withdrawal.

(a) Where there are two or more account holders, each holder has right to payment from the account. Upon the death of an account holder, the surviving account holder(s) will continue to own the account. The share owned by the deceased account holder will be shared equally by the surviving account holder. Upon the death of the sole surviving account holder, the account will belong to the POD beneficiary/beneficiaries;

(b) Where there are two or more beneficiaries, the account will belong to the beneficiary/beneficiaries who have survived. The Bank will assume that each surviving POD beneficiary will own an equal share of the account and upon

the death of a surviving POD beneficiary, the remaining POD beneficiary/beneficiaries will not own any portion of the deceased account holder's share of the account; and

The Bank may make payment from this account, including payment of the entire account balance, (i) pursuant to any statutory or common law right of setoff, levy, attachment or other valid legal process or court order, relating to the interest of any one or more of the account holders; and (ii) on request to a trustee in bankruptcy, receiver in any state or Federal insolvency proceeding, or other duly authorized insolvency representative of any one or more of the parties. The Bank is not required to determine net contributions from each account owner.

## ADDITIONAL TERMS AND CONDITIONS

**Power of Attorney:** The Bank will not accept a power of attorney to open an account. After account opening and subject to applicable law, the Bank may, in its sole discretion, permit any person to whom you have granted a power of attorney to access and otherwise transact business on your account until such time as the Bank receives and has had a reasonable opportunity to act on written notice that the power of attorney has been revoked. You agree to provide the Bank with documentation that is in a form satisfactory to the Bank unless otherwise provided by applicable law, and to hold the Bank harmless from and against any actions the Bank has taken or your attorney-in-fact has taken regarding your account prior to the revocation of such power. Subject to applicable law, the Bank may, in its sole discretion, refuse to honor any power of attorney. The Bank has no duty to monitor or ensure that the acts of any attorney-in-fact are for your use or benefit or are otherwise permissible under applicable law. The Bank will not be liable if any attorney-in-fact exceeds his or her powers or does not comply with applicable law. The power of attorney must be current or issued within the past two (2) years. At the Bank's discretion, the Bank may require the power of attorney to be updated.

**Assignment:** Your account is not transferable and is not assignable as collateral for a loan or for any other purpose, except on the books of the Bank.

**Change of Information:** You must promptly notify the Bank of any change in your address, email address and telephone number. You may notify the Bank by contacting Customer Service at 1-855-730-SAVE (7283) between 7:00 a.m. and 11:00 p.m. CT, Monday through Friday, logging on to online banking, or writing to Demo Bank, P.O. Box 1978, Cranberry Township, PA 16066. The Bank has no liability to you if you fail to notify the Bank of any change in information.

**Death or Incompetence:** You agree to notify us immediately if any owner on your account dies or is declared incompetent by court. The Bank may place a hold on your account and refuse to accept deposits or to permit withdrawals when an owner dies or is declared incompetent. The Bank may retain funds in your account until we know the identity of the successor. The Bank may require proof of death or adjudication of incompetence (e.g., certified copy of court order or official record). Until the Bank receives notice and

any required proof of death or incompetence, the Bank may act as if all owners are alive and competent.

**Deposits:** In receiving any item (such as a check) for deposit or collection, the Bank will act only as your collection agent and it will not be responsible beyond the exercise of ordinary care. All items are provisionally credited subject to the Bank's receipt of final payment of the item. At its discretion, the Bank may refuse to accept a deposit. If you deposit a check or transfer funds into your account and the check, or transfer is returned to us by the paying financial institution for any reason, you agree that we may deduct the amount of the check or transfer against your account, without prior written notice to you. We may send the returned check or transfer back for collection a second time without notifying you, and you waive any notice of dishonor and protest.

**Statements:** The Bank will send or make available to you, electronically or otherwise, a periodic statement showing the payment of items and containing information sufficient to allow you to reasonably identify the items paid. A copy of any item paid is available upon request. You must examine the statement and notify the Bank in writing of any error or irregularity on the statement within 60 calendar days after the statement is received or made available to you. Except as otherwise provided by applicable law, if written notice is not received within the 60 calendar day period; the Bank will have no liability to you. Unless required by law, the Bank may stop sending your statements at any time without notice; for example, the Bank may choose not to send a statement for any month or other period when there is no activity on your account.

Periodic statements and account notices are sent to the last address (or email address provided you have consented to electronic statements in accordance with applicable law) listed with the Bank for your account. You should notify the Bank promptly if you do not receive your statement or account notice by the date you normally would expect to receive it. If this is a joint account, statements and notices sent or made available to any one of you are deemed to be received by all of you. If the Bank holds your periodic statements or account notices because you fail to provide the Bank with a current address, statements and notices will be deemed delivered to you when prepared (for held statements), mailed (for returned mail or email) or otherwise made available to you. The Bank may hold statements if notified by the post office that your mail is undeliverable. At its discretion, the Bank may destroy mail that is returned or determined to be undeliverable and suspend or restrict withdrawals from your account by any party.

You agree that any communication to you may be sent on or with any periodic statement the Bank sends, consistent with applicable law.

**Dormant or Abandoned Accounts:** The Bank considers an account that has no activity other than interest credited or bank charges assessed for a period of 732 days to be abandoned. You can maintain your account's active status by making a deposit or withdrawing funds, updating your

address, or by writing or calling us concerning your account. Preauthorized automatic transfers do not count as activity for this purpose. The Bank reserves the right to cease payment of interest or impose a service charge on dormant accounts.

The Bank may be required by applicable state law to remit account funds that have reached an "abandoned" status to the state. The law of the state of your last known residence as shown on the books and records of the Bank is the state law that governs when funds are considered abandoned. In accordance with Utah law, if an account remains in a dormant status for three (3) years or a CD remains in a dormant status for three (3) years from the date of maturity, the funds are considered to be abandoned. Prior to remitting any funds, the Bank will attempt to contact you using the contact information you have provided to the Bank. If you received notice from us that your account has reached "abandoned" status, you can prevent the turnover of your funds by making a deposit or withdrawing funds, updating your address, or notifying us immediately in writing that you know your account still exists. After funds have been remitted to the state, claims for those funds must be made directly to the state. The Bank will not be liable to you and does not have to assist you in recovering your property from the state.

**Service Charges:** The Bank may impose service and maintenance charges on your account in the amounts and on other terms that are determined by the Bank from time to time. The Bank may change the fees from time to time without prior notice to you unless otherwise required by law. All account fees and charges are disclosed in the Schedule of Fees. You agree that the Bank may automatically deduct any such fees and charges from your account without notice to you.

**Amendment:** Accounts or services may change over time. The Bank reserves the right to delay, discontinue or make changes to accounts or services, and to convert your existing accounts and services into new accounts and services. The Bank may change the terms of this Agreement from time to time, and the updated agreements will supersede all prior versions. We will provide notice of changes, additions, deletions as required by law. Any such change will be binding on you when the Bank sends you notice. If you do not agree with a change, you may close your account(s) before the effective date of the change, addition or deletion.

**Security Interest, Right of Set-Off:** If you owe the Bank or any of the Bank's affiliates money and that money is due, you agree to grant the Bank and the Bank's affiliates a security interest in your account and any account you have with the Bank's affiliates. You also agree to grant the Bank the right of set-off, on its behalf and on the behalf of the Bank's affiliates, to the maximum extent permitted by applicable law, to set-off the funds in your account and any other account of the Bank's affiliates, including, without limitation, charges and fees as set forth in the Schedule of Fees owed to the Bank. You agree that the security interest you have granted the Bank by this Agreement is consensual and is in addition to the Bank's right of set-off. The Bank may exercise its rights of

set-off and security interest without recourse to other collateral, if any, and even if the Bank's action causes you to lose interest, have checks drawn on our account returned, and incur any early withdrawal penalty or any other consequence. If the Bank exercises its right to set-off, it will notify you to the extent required by applicable law. Except to the extent prohibited by applicable law, the Bank may set-off all of the funds in your joint account to pay money owed to the Bank or to its affiliates by any owner of a joint account, irrespective of who contributed the funds to the joint account. The Bank's right to set-off and its security interest may not apply to your account if your account is an IRA, the debt is created under the terms of a credit card agreement, or the right of set-off or the granting or exercise of security interest in your account is prohibited by applicable law. If any funds in your account are exempt from execution, levy, attachment, garnishment, seizure, set-off or other equitable process (including, without limitation, Social Security, Supplemental Social Security Income, veterans or other federal or state benefits), you agree to waive such exemption to the extent permitted by applicable law.

**Closing or Restricting an Account:** The Bank has the right to close any savings account, CD or any other type of deposit account at any time without notice and without your consent for any reason unless prohibited by applicable law. For example, the Bank may close your account if you: (i) provided incorrect or misleading information when opening the account, (ii) are maintaining an overdrawn account, (iii) are repeatedly exceeding the six-withdrawals or transfers monthly limitation for your savings account or (iv) are conducting illegal or fraudulent activity or the Bank suspects that you are conducting illegal or fraudulent activity. The Bank also has the right to suspend or restrict withdrawals, by any party, from any savings account, CD or any other deposit account at any time without notice and your consent. If your account reaches a zero balance and remains at zero for 60 days, the Bank may consider your account closed.

**Insufficient Funds:** You are obligated to maintain sufficient available funds in your account at all times to cover withdrawals and returned deposit items or any other instruments negotiated or accepted by us on your behalf. The Bank determines from time to time during each Business Day whether or not your account contains sufficient available funds to pay a transaction (e.g., a check, ACH transfer, online banking transfer, wire transfer or any other paper or electronic transaction). If the Bank determines that your account has insufficient available funds to pay a transaction, the Bank is not required to honor the transaction and will return or decline the transaction and will not be liable for dishonoring any withdrawal that would exceed the available funds in your account. Please note that in some circumstances, your account might still become overdrawn. If this happens, you are responsible for the full amount of any overdrawn amount. You agree to deposit sufficient funds to cover your overdrawn account immediately and you agree that any overdrawn account balance may be repaid out of any subsequent deposit to your account or set-off against such deposit, including, without limitation, deposits of Social Security, supplemental Security Income or other government

benefits. You also agree to reimburse the Bank for any losses the Bank incurs in collecting any overdrawn balances.

**Withdrawals:** The Bank will not permit withdrawals from your account unless there are sufficient funds available in your account, and you provide the Bank with satisfactory identification and with any documentation that the Bank may require from time to time.

The Bank may also refuse your request to make a withdrawal from your account under certain circumstances, including, without limitation, where:

- The Bank has received a court order or other legal document prohibiting withdrawal or if applicable law prohibits withdrawal;
- There is a dispute concerning your account;
- You owe the Bank money that is due and payable;
- Your account is security for a debt or in accordance with the right of set-off discussed above;
- A problem occurs with the Bank's equipment; or
- Such action is otherwise required by applicable law.

Except as may be limited by applicable law, you agree to hold the Bank harmless from and against any losses arising from, or in any way relating to, the Bank's refusal to pay or release funds in accordance with this section.

**Electronic Withdrawals and Payments:** The Bank may allow withdrawals and payments upon your instructions whether received by telephone, fax, via the Internet, other electronic means. You agree to hold the Bank harmless and indemnify the Bank for any liability the Bank may incur for reasonably acting upon such requests.

You agree that transactions conducted via the internet, telephone, or by other electronic means (including, but not limited to, accessing account records, making withdrawals, and giving payment instructions) these transactions may only be authorized and/or initiated upon satisfactory authentication of your identity through the use of a personal identification number ("PIN"), pass phrase, electronic signature, or other such electronic identifying means ("Electronic Identifier"). Different types of transactions may require a different Electronic Identifier. You accept sole responsibility for maintaining security over any Electronic Identifier and any device utilizing the Electronic Identifier.

You agree that any request, instruction or transaction including, but not limited to, payment and withdrawal instructions received by the Bank which includes your Electronic Identifier will be deemed to be authorized by you. Such Electronic Identifier will be effective as your Electronic Identifier regardless of whether the person affixing the Electronic Identifier was authorized by you and regardless of the means by which the Electronic Identifier was affixed. You agree to hold the Bank harmless and indemnify the Bank for any liability incurred for reasonably acting upon such requests, instructions or transactions which bear your Electronic Identifier. You agree to keep confidential, and to take all reasonable precautions and make all reasonable



efforts to protect the secrecy of all Electronic Identifiers issued to you, selected by you or utilized by you. If your Electronic Identifier becomes lost or known to another person, you agree to notify us immediately so that a replacement may be issued.

**Notice of Negative Information:** Federal law requires the Bank to provide customers with the following notice prior to furnishing any "negative information" to a nationwide consumer reporting agency. "Negative information" includes information concerning delinquencies, overdrafts or any form of default. After providing this notice, additional negative information may be submitted without providing another notice.

**Collection Costs:** You agree to pay collection agency fees and costs, and attorney fees and court costs if an overdraft, returned deposited check or other transaction in your account is referred to a collection agency and/or an attorney for collection.

**Adjustments:** The Bank may make adjustments to your account to reflect corrections or changes to your balances, rates and fees. For example, adjustment may occur if deposits or charges are posted for the wrong amount, posting is delayed or items are returned unpaid for any reason. In the event of an error or something else that has caused an overstated balance, you agree to reimburse the Bank for the overstated amount.

**Interpretation:** If any part of this Agreement is determined to be invalid or unenforceable, such determination will not affect the enforceability of the remainder of this Agreement.

**Waiver:** Any waiver by the Bank of any provision of the Agreement on any occasion will not constitute a waiver of the same or any other provision on any other occasion.

**Domicile, Governing Law:** All accounts are opened in Utah. All transactions and other matters concerning an account shall be governed by federal and Utah law (to the extent that Utah law is not preempted by federal law). Federal and Utah law shall be applied without giving effect to principles of conflicts of law.

**Choice of Forum:** To the extent any dispute arising under this Agreement or relating in any way to your account or your relationship with the Bank is not arbitrated, you consent to the jurisdiction of, and agree that such dispute will be resolved by, the Third Judicial District Court, Salt Lake City, State of Utah, or the United States District Court for the District of Utah.

#### FUNDS AVAILABILITY POLICY

**Determining the Availability of a Deposit:** The length of delay is counted in Business Days from the day of your deposit. Every day is a Business Day except Saturdays, Sundays, and federal holidays. If the Bank receives your deposit before 5:00 p.m. CT on a Business Day that the Bank is open, the Bank will consider that day to be the day of your

deposit. If the Bank receives your deposit after 5:00 p.m. CT or on a day the Bank is not open, the Bank will consider that your deposit was made on the next Business Day the Bank is open.

The length of the delay varies depending on the type of deposit as explained below.

**Deposits by Mail:** Deposits made by mail will be available on the sixth Business Day after the day of our receipt of the deposit.

**Electronic Direct Deposits and Wire Transfers:** Funds from electronic deposits that you have initiated through us will generally be available for withdrawal on the sixth Business Day after the deposit is initiated. Funds from electronic deposits to your account that you initiated through a person other than us will generally be available for withdrawal on the day we receive the deposit.

**Longer Delays May Apply:** The Bank reserves the right to delay, at the Bank's discretion, deposited funds for a longer period of time. The Bank will notify you by mail if the Bank takes this action and will tell you when the funds will be available.

#### ELECTRONIC FUNDS TRANSFER DISCLOSURE

The "Electronic Fund Transfer Act" establishes the basic rights, liabilities and responsibilities of participation in Electronic Fund Transfer (EFT) systems for accounts that are established primarily for personal, family, or household purposes and are subject to Regulation E. Coverage includes direct deposits, preauthorized transfers, and telephone transfers which directly access your accounts. When you initiate an electronic debit or credit from your account, you agree to these terms and conditions in addition to any other conditions contained in this Agreement and that are consistent with the requirements of Regulation E.

**Your Liability:** Tell us at once if you believe that an electronic fund transfer has been made without your permission. Contacting us by telephone is the best way to minimize your possible losses. If you tell us within two (2) Business Days after you learn of the unauthorized transfer of funds, your liability will be no more than \$50.

If you do NOT tell us within two (2) Business Days after you learn of the unauthorized transfer of funds, and we can prove that we could have stopped the unauthorized transfer, your liability may be as much as, but not more than, \$500.

If your statement shows electronic transfers that you did not make, you need to notify the Bank at once. If you do not notify the Bank within 60 days after the statement was sent or made available to you, you may be liable for the full amount of the unauthorized transfers that occurred after the 60 day time period if the Bank establishes that the unauthorized transactions would not have occurred had you notified the Bank in time. If extenuating circumstances (such

as a long trip or a hospital stay) kept you from notifying the Bank, the Bank may extend the time periods.

**Business Days:** For purposes of this disclosure and Agreement, the Bank's "Business Days" are Monday through Friday excluding federal holidays. Transfer requests made after 5:00 p.m. CT Monday through Friday or on Saturday, Sunday and federal holidays shall be considered received on the next Business day.

**Types of Available Electronic Transfer:**

- You may transfer money from a deposit account with another financial institution to open your accounts with us.
- You may transfer money out of your accounts to a deposit account with another financial institution.
- You may transfer money between your accounts with us.
- You may arrange with your employer or other entity to electronically deposit funds to your account.

**Limitation of Transfers:**

- You may not transfer funds electronically to and from an account at another financial institution unless the account is a linked account with the Bank. See section entitled "Registering an External Account" above for details.
- Each transfer from your account at the Bank to a linked account, through online banking, may not exceed the lesser of your account balance or \$125,000.
- You may not transfer funds internationally.

**Documentation or Transfers:** The Bank will send or make available to you a monthly statement. Your statement will show the date, amount and description of each transfer. You may verify posting of a direct deposit or electronic transfer on the next Business Day after the deposit or transfer is scheduled to be made by calling the Bank at 1-855-730-SAVE (7283) or logging into our online banking service.

**Preauthorized Payments, Stop Payments:** If you have told the Bank in advance to make regular payments out of your account, you can stop any of these payments. Here's how: Call the Bank at 1-855-730-SAVE (7283) or write to Bank, P.O. Box 1984, Cranberry Township, PA 16066 in time for the Bank to receive your request three (3) Business Days or more before the payment is scheduled to be made. If you call, the Bank may also require you to put your request in writing and get it to the Bank within fourteen (14) days after you call. The stop payment will be effective for six (6) months.

If you order the Bank to stop one of these payments, three (3) Business Days or more before the transfer is scheduled and the Bank does not do so, the Bank will be liable for your actual and direct losses or damages.

**Notice of Varying Amounts:** If regular payments vary in amount, the person you are going to pay will tell you, ten (10) days before each payment, when it will be made available 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.

**The Bank's Liability for Failure to Complete Transactions:** If the Bank does not complete an electronic transfer to or from your account on time or in the correct amount, the Bank could be liable for your actual and direct losses or damages. The Bank will only be liable for your actual and direct losses or damages. However, the Bank will not be liable:

- If, through no fault of the Bank, you do not have sufficient available funds in your account to make the transaction;
- If you have met or exceeded applicable withdrawal limits during the monthly statement period for your account;
- If you did not provide us with the correct information to make the transfer;
- There was an equipment or website malfunction of which you were aware before you sent us the instruction;
- If circumstances beyond the Bank's control (such as power failure, fire or flood) prevent the transaction from occurring, despite reasonable precautions the Bank has taken;
- If the funds in your account are subject to legal process or other encumbrance restricting a transfer of funds from your designated account;
- If the Bank has reason to believe that you or someone else is attempting to make a transfer for fraudulent or illegal purpose;
- If you or the Bank has terminated this Agreement; or
- If your account has been closed.

**Confidentiality:** The Bank will disclose information to third parties about your account or the transfers you make:

- Where it is necessary for completing transfers;
- In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- In order to comply with government agency or court orders;
- In order to comply with United States law;
- If you give the Bank your permission; or
- In accordance with the Bank's Privacy Policy.

**Error Resolution:** In the case of errors or questions about any of your electronic transfers, call the Bank at 1-855-730-SAVE (7283) or write to the Bank at P.O. Box 1984, Cranberry Township, PA 16066 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. The Bank must hear from you no later than sixty (60) days after the Bank sent or made available to you the **FIRST** statement on which the problem or error appeared to limit your liability. You must:

- Give your name and account number;
- Describe the error or 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; **and**
- Give the dollar amount of the suspected error. If you tell the Bank orally, the Bank may require that you send your complaint or question to the Bank in writing within ten (10) Business Days.

The Bank will determine whether an error occurred within ten (10) Business Days after it hears from you and will correct any error within one Business Day after determining that an error occurred. If the Bank needs more time, however, it may take

up to forty-five (45) days to investigate your complaint or question. If the Bank needs additional time to investigate, the Bank will provide a provisional credit to your account within ten (10) Business Days for the amount you think is in error so that you will have the use of the money during the time it takes the Bank to complete its investigation. If the Bank asks you to put your complaint or question in writing and it does not receive the written correspondence within ten (10) business days, the Bank may not credit your account.

For errors involving new accounts, the Bank may take up to ninety (90) days to investigate your complaint or question. For new accounts, the Bank may take up to twenty (20) Business Days to credit your account for the amount you think is in error. The Bank will notify you of the results within three (3) Business Days after the Bank completes its investigation. If the Bank determines that there was no error, the Bank will send you a written explanation and may reverse any credit provided. You may ask for copies of the documents that the Bank used in its investigation.

**Automated Clearing House Transfer (ACH):** All outgoing ACH transactions are limited to domestic transactions. You acknowledge that when you send and receive ACH transfers between accounts you own through financial institutions who are members of the National Automated Clearing House Association ("NACHA"), they will be processed under the Operating Rules of NACHA.

When we receive an ACH or other electronic credits, we rely on the account number provided by the financial institution or the other party that transferred the funds to us. We do not have a duty to determine whether the account number provided to us matches the name or other information given to us with the funds transfer. For this reason we will not be liable to you if we credit a funds transfer that was intended for you to another customer's account because a financial institution or a party that transferred the funds to us instructed us to credit an incorrect account number. In addition, we may refuse to accept an ACH credit to your account if we believe that accepting the deposit would cause us to violate any applicable law.

ACH debits are provisional and will not be credited to your account until final payment is received. You agree that the Bank may reverse any ACH transfer to your account without prior notice to you at any time if (a) the Bank credited your account in an incorrect amount, (b) the deposit represents a duplicate credit to your account, (c) you were not entitled to the deposit, or (d) you were not the entered recipient of the deposit. The Bank may reverse any provisional credit to your account for which final payment is not received. See section entitled "Electronic Funds Transfer Disclosure" for more detail.

**Return of Direct Deposits:** If, for any reason, we are required to reimburse the Federal Government or any other payor for all or any portion of any payment deposited into your account through a direct deposit plan, you agree that we may, without prior notice to you, deduct the amount to be returned from your account or from any other account you have with us, unless the deduction is prohibited by law. This right is in addition to any other rights we have, including the

right of set-off and our security interest in your account. We may also use any other legal remedy to recover the amount of our liability.

**Electronic Messages:** You acknowledge that data, including emails, may be accessed by unauthorized third parties when communicated between you and the Bank, using the Internet (for example, by such third party downloading spyware or malware or the like on your computer), telephone or other electronic devices. The Bank is not responsible for any misdirected data or disclosures that occur as a result of your use of electronic communication channels.

**Calls to Your Cell Phone:** You agree that we or our agents may contact you regarding any matter related to your account at any telephone number you provide to us, including your cell phone number. You agree to receive these calls and messages, pre-recorded or auto-dialed calls. You understand and accept that your service provider may charge you for these calls and messages consistent with applicable law.

**Recording Telephone Calls and Electronic Communications:** For quality control purposes, you permit us to record and monitor our telephone conversations with you or your electronic communications with us. Unless the law requires otherwise, you consent in advance to such recording and monitoring and we do not need to remind you of these activities at the time of the call or communication.

**Contact Us:** If you need to call or write to us about your account, use the following number or address:

Demo Bank  
P.O. Box 1978  
Cranberry Township, PA 16066  
1-855-730-SAVE (7283)

#### **WIRE TRANSFER TERMS**

The Wire Transfer Terms are subject to Article 4A of the Uniform Commercial Code, Funds Transfer, Chapter 70A, Utah Statutes, Regulation J of the Board of Governors of the Federal Reserve, and the circulars of the Board of Governors of the Federal Reserve and governs which apply to any transfer of funds through FedWire or through a similar wire transfer system. For these transactions, this section sets forth those rules and conditions which shall, at all times, govern. This section does not apply to transactions governed by the Electronic Funds Transfer Act and Regulation E.

1. You may give the Bank instructions to transfer funds from your account by wire. This instruction is called a payment order. Payment orders must be received by us before 3:00 CT on a Business Day otherwise the payment order shall be considered received on the next Business Day. You cannot cancel or amend a payment order after we have received it. In most circumstances, we will only allow a transfer of funds from your account at the Bank to an account you own at another financial institution. International payment orders will not be accepted.

2. If we accept a payment order, you authorize us to debit the amount of the payment order and any charges for our service from any account you have designated for payment of wire transfers. You are solely responsible for correctly identifying the beneficiary's account and bank. If you have told us to route funds through an intermediary bank, you are solely responsible for correctly providing the intermediary bank's routing number. If the intermediary bank has suspended payment orders, you are still responsible for the payment order.

3. Each payment order we receive must contain all of the information needed to complete the transaction or the Bank may reject execution of the payment order.

4. The Bank reserves the right to process payment orders in such order as is determined by the Bank, at its sole discretion.

5. The Bank shall have no obligation or responsibility to detect errors contained in a payment order, and you acknowledge that the security procedure (hereinafter described) is not designed to allow the Bank to detect errors.

6. The Bank will use its best efforts to contact you of any rejection of a payment order or of any delay or non-credit/payment of an incoming funds transfer. We shall not be liable to you for interest compensation as a result of its failure to give such notice.

7. You understand and agree:

(a) Generally, we will use the Federal Reserve Board transfer system but you authorize the Bank to use any funds transfer system the Bank deems appropriate in its sole discretion. You acknowledge that each funds transfer system is governed by its own operating rules and regulations and you agree that each payment order shall be subject to the rules and regulations of the funds transfer system, including the adjustments of errors between member banks. The Bank shall not be liable for any errors, negligence, suspension or default of any such system; and the Bank shall not be liable for any delay or failure of delivery in the transmission of a payment order through any such system.

(b) You have not communicated to us any restrictions and/or limitations whatsoever relevant to payment orders and no such restriction and/or limitations shall be binding upon the Bank unless the Bank has previously agreed to them in writing.

(c) The payment order shall not exceed the balance of your available funds in your account and we shall have no duty to execute any payment order if it exceeds the balance of your available funds in such account.

8. Security Procedure and Verification: You agree that the following security procedures are a commercially reasonable method of providing security against unauthorized wire transfers.

(a) The Bank will verify your identity prior to accepting your payment order. If the Bank is unable to verify your identity, the payment order will not be accepted. Once the Bank has verified your identity, your payment order will be initiated through a call back process in which the person giving the payment order instruction will be required to confirm the information in the payment order and to provide the correct answer to one or more security questions and/or PIN. In case the Bank's call back process cannot be completed, your payment order will not be processed.

(b) You agree that we may record and retain all telephone conversations, data transmissions or other communications between you and us relating to or in connection with the security procedures by any reasonable means. We may retain such recorded communications and may use such recorded communications for the purpose of demonstrating that such communications occurred, and to prove that a security procedure was used in connection with the receipt and execution of a payment order or that the Bank has otherwise complied with the terms of the Wire Transfer Terms.

(c) Upon verification of a payment order pursuant to the security procedure, we are authorized and directed to execute, pay, and/or act upon such payment order pursuant to its terms, without need of any further inquiry and to debit the account from which the funds are to be transferred. If a payment order is duly verified pursuant to the security procedure, except as otherwise provided by applicable law, you shall be obligated to pay the Bank the amount of the payment order as provided therein, whether or not such payment order was in fact authorized by you. If we are unable for any reason to verify a payment order in accordance with the security procedure, we shall have no obligation to execute same; and we shall not be liable to you for our failure to complete such verification and/or to execute the payment order.

(d) You further covenant that should you or a joint account owner have reason to believe that the Security Procedure has/have become known to any unauthorized person, you shall immediately notify us of such disclosure.

(e) You agree that the use of this security procedure to verify your payment order is commercially reasonable and meets your security requirements.

9. The Bank shall provide you an account statement which will provide sufficient information to identify a payment order. You agree to examine each statement promptly upon receipt and to notify the Bank immediately of any error or discrepancy in any such records. If the Bank holds your periodic statements or account notices because you fail to provide the Bank with a current address, statements and notices will be deemed delivered to you when prepared, mailed (for returned mail or email) or otherwise made available to you. The Bank may hold statements if notified by the post office that your mail is undeliverable. The Bank shall not be liable for interest compensation unless the Bank is notified of an error or discrepancy within fourteen (14)

calendar days from the date the statement identifying a payment order. Failure to provide timely notice shall preclude you from asserting any claim against the Bank with respect to a Payment Order, or from otherwise objecting to any debit thereof to your account.

10. THE BANK'S LIABILITY FOR ANY WIRE TRANSFER IS LIMITED TO THE AMOUNT OF ANY PAYMENT ORDER LOST PLUS INCIDENTAL EXPENSES AND INTEREST. IN NO EVENT WILL THE BANK BE LIABLE FOR ANY SPECIAL INDIRECT, ADDITIONAL OR CONSEQUENTIAL DAMAGES, EVEN IF THE BANK WAS FIRST ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Except as may be limited by applicable law you agree to indemnify the Bank and to hold us harmless from and against each and all of the following (the "Liabilities"): (a) any losses, damages, costs and expenses incurred by us in executing a payment order or its performance of the terms and conditions of the Wire Transfer Terms; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of the Wire Transfer Terms and/or the Bank's execution, delay in execution or non-execution of any payment order (including, without limitation, delays associated with the Bank Secrecy Act or any other Federal law or regulation); (c) any and all liability, claims/causes of action, lawsuits, proceedings, fines and/or penalties arising out of our execution or delay or non-execution of any payment order or the delay or non-payment/credit of an incoming wire transfer, or otherwise performing any duties or obligations arising under the Wire Transfer Terms and (d) any damages, losses, costs and expenses (including reasonable attorney's fees) suffered or incurred by us as a result of any of the foregoing or because of any breach of the terms and conditions of the Wire Transfer Terms by you. You authorize us to set off the amount of any of the Liabilities against any of your accounts at the Bank without prior notice to you or your consent.

12. We may amend the Wire Transfer Terms at any time, and any such amendment will become effective immediately upon your receipt of notice, in writing or electronically, or upon a later date specified in such notice.

13. If any term in the Wire Transfer Terms is held to be invalid, illegal or unenforceable, the other terms shall not be impaired or affected.

## **ARBITRATION**

**READ THIS ARBITRATION PROVISION CAREFULLY AS IT WILL HAVE A SUBSTANTIAL IMPACT ON HOW LEGAL CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.**

**ARBITRATION PROVISION: YOU HAVE THE RIGHT TO REJECT THIS ARBITRATION PROVISION AS SET FORTH BELOW. If you do not reject this Arbitration Provision, for a Claim subject to arbitration, neither you nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action, private attorney general or other representative action in court or in arbitration; or (4) join or consolidate a Claim with claims of**

**any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration.**

**Special Definition of "We," "Us" and "Our."** Solely for purposes of this Arbitration Provision, the terms "we," "us" and "our," in addition to the meanings set forth in this Agreement, also refer to our employees, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors and assigns. "We," "us" and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us.

**Claims Subject to Arbitration:** A "Claim" subject to arbitration is any claim, dispute or controversy between you and us (other than an Excluded Claim or Proceeding as set forth below), whether preexisting, present or future, which arises out of or relates to the Agreement, the deposit account, any prior agreement or account you have had with us, any transaction conducted with us in connection with the Agreement, the deposit account or any prior agreement or account. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, interpleaders, third-party claims and federal, state, local and administrative claims and claims which arose before the effective date of this Arbitration Provision. It includes disputes based upon contract, tort, consumer rights, fraud and other intentional torts, constitution, statute, regulation, ordinance, common law and equity and includes claims for money damages and injunctive or declaratory relief. Upon the demand of you or us, Claim(s) will be resolved by individual (not class or class-wide) binding arbitration in accordance with the terms specified in this Arbitration Provision.

**Excluded Claim or Proceeding:** Notwithstanding the foregoing, "Claim" does not include: (A) Any dispute or controversy about the validity, enforceability, coverage or scope of this Arbitration Provision or any part thereof (including, without limitation, the Class Action Waiver set forth below and/or this sentence); all such disputes or controversies are for a court and not an arbitrator to decide. However, any dispute or controversy that concerns the validity or enforceability of the rules and regulations as a whole is for the arbitrator, not a court, to decide. (B) Any individual action brought by you in small claims court or your state's equivalent court will not be subject to this Arbitration Provision, unless such action is transferred, removed, or appealed to a different court; (C) Your or our right to resort to self-help remedies such as the right of setoff or the right to restrain funds in an account, to interplead funds in the event of a dispute, to exercise any security interest or lien held in property, or to comply with legal process, or to obtain provisional remedies such as injunctive relief, attachment, or garnishment by a court having appropriate jurisdiction; or (D) Any individual action in court by one party that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind. The institution and/or maintenance of any such right, action or litigation shall not constitute a waiver of the right of either of the parties to compel arbitration regarding any other dispute subject to arbitration pursuant to

this Arbitration Provision. Moreover, this Arbitration Provision will not apply to any Claims that are the subject of a class action filed in court that is pending as of the effective date of this Arbitration Provision in which you are alleged to be a member of the putative class for as long as such class action is pending.

**Federal Arbitration Act:** Notwithstanding any choice of law or other provision in this Agreement, the parties agree and acknowledge that the Agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. To the extent state law is applicable under the FAA; the law of the State of Utah shall apply.

**Right to Reject Arbitration Provision:** You may reject this Arbitration Provision and therefore not be subject to being required to resolve any claim, dispute or controversy by arbitration. To reject this Arbitration Provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the opening of your account. Such notice must be sent by certified mail, return receipt requested, and must include a statement that you wish to reject the Arbitration Provision section of this Agreement along with your name, address, account name, account number and your signature and must be mailed to 6510 Millrock Drive, Suite 200, Salt Lake City, Utah 84121, Attn: General Counsel. This is the sole and only method by which you can reject this Arbitration Provision. Upon receipt of a rejection notice, we will credit your account for the standard cost of a certified letter. Rejection of this Arbitration Provision will not affect any remaining terms of this Agreement and will not result in any adverse consequence to you or your account. You agree that our business records will be final and conclusive with respect to whether you rejected this Arbitration Provision in a timely and proper fashion. **This Arbitration Provision will apply to you and us and to your account unless you reject it by providing proper and timely notice as stated herein.**

**Class Action Waiver:** Notwithstanding any other provision of this Agreement, if either you or we elect to arbitrate a Claim, neither you nor we will have the right: (a) to participate in a class action, private attorney general action or other representative action in court or in arbitration, either as a class representative or class member; or (b) to join or consolidate Claims with claims of any other persons. No arbitrator shall have authority to conduct any arbitration in violation of this provision or to issue any relief that applies to any person or entity other than you and/or us individually. (Provided, however, that the Class Action Waiver does not apply to any lawsuit or administrative proceeding filed against us by a state or federal government agency even when such agency is seeking relief on behalf of a class of borrowers including you. This means that we will not have the right to compel arbitration of any claim brought by such an agency). The parties to this Agreement acknowledge that the Class Action Waiver is material and essential to the arbitration of any disputes between the parties and is non-severable

**from this Arbitration Provision. If the Class Action Waiver is limited, voided or found unenforceable, then the parties' Arbitration Provision (except for this sentence) shall be null and void with respect to such proceeding, subject to the right to appeal the limitation or invalidation of the Class Action Waiver. The parties acknowledge and agree that under no circumstances will a class action be arbitrated.**

**Arbitration Procedures:** If you or we elect to arbitrate a claim, the electing party must notify the other party in writing. This notice can be given after the beginning of a lawsuit and can be given in papers filed in the lawsuit. Otherwise, your notice must be sent to 6510 Millrock Drive, Suite 200, Salt Lake City, Utah 84121, Attn: General Counsel and our notice must be sent to the most recent address for you in our files. Any arbitration hearing that you attend must take place in a venue reasonably convenient to where you reside. If a party files a lawsuit in court asserting Claim(s) that are subject to arbitration and the other party files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party prosecuting the Claim(s) to select an arbitration administrator in accordance with the paragraph below and commence the arbitration proceeding in accordance with the administrator's rules and procedures.

The arbitration will be administered by the American Arbitration Association ("AAA"), 1633 Broadway, 10<sup>th</sup> Floor, New York, NY 10019, [www.adr.org](http://www.adr.org), 1-800-778-7879 or JAMS, 620 Eighth Avenue, 34<sup>th</sup> Floor, New York N.Y. 10018, [www.jamsadr.com](http://www.jamsadr.com), 1-800-352-5267. The rules and forms of the AAA and JAMS may be obtained by writing to these organizations at the addresses listed above. If the AAA and JAMS are unable or unwilling to serve as administrator, the parties may agree upon another administrator or, if they are unable to agree, a court shall determine the administrator. No company may serve as administrator, without the consent of all parties, if it adopts or has in place any formal or informal policy that is inconsistent with and purports to override the terms of the Class Action Waiver in this Arbitration Provision. In the event of a conflict between the provisions of this Arbitration Provision, on the one hand, and any applicable rules of the AAA or JAMS or other administrator used or any other terms of this Agreement, on the other hand, the provisions of this Arbitration Provision shall control.

A single arbitrator will be appointed by the administrator and must be a practicing attorney with ten or more years of experience or a retired judge. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, nor by state or local laws that relate to arbitration proceedings. The arbitrator will apply the same statutes of limitation and privileges that a court would apply if the matter were pending in court. The arbitrator will take reasonable steps to protect customer account information and other confidential information if requested to do so by you or us. You or we may choose to be represented by counsel. In determining liability or awarding damages or other relief, the arbitrator will follow the applicable substantive law, consistent with the FAA, that would apply if the matter had been brought in court. The arbitrator may

award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim).

At your written request, we will pay all filing, hearing and/or other fees charged by the administrator and arbitrator to you for Claim(s) asserted by you in an individual arbitration after you have paid an amount equivalent to the fee, if any, for filing such Claim(s) in state or federal court (whichever is less) in the judicial district in which you reside. (If you have already paid a filing fee for asserting the Claim(s) in court, you will not be required to pay that amount again). In addition, the administrator may have a procedure whereby you can seek a waiver of fees charged to you by the administrator and arbitrator. We will always pay any fees or expenses that we are required to pay by law or the administrator's rules or that we are required to pay for this Arbitration Provision to be enforced. The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by this Agreement, the administrator's rules or applicable law. However, with respect to Claim(s) asserted by you in an individual arbitration, we will pay your reasonable attorney, witness and expert fees and costs if and to the extent you prevail, if applicable law requires us to or if we must bear such fees and costs in order for this Arbitration Provision to be enforced. At the timely request of either party, the arbitrator shall write a brief explanation of the grounds for the decision.

A judgment on the award may be entered by any court having jurisdiction. Notwithstanding any provision in this Agreement to the contrary, we will not exercise any right of set-off to any arbitration award made to us unless and until the arbitration award is confirmed by a court having jurisdiction and becomes a final judgment and until any timely appeal thereof is completed.

**Severability and Survival:** If any part of this Arbitration Provision, other than the Class Action Waiver, is deemed or found to be unenforceable for any reason, the remainder shall be enforceable. This Arbitration Provision shall survive the closing of your account and the termination of any relationship between us, including the termination of this Agreement; any bankruptcy to the extent consistent with applicable bankruptcy law; changes to your Agreement or any related services we provide; and the transfer or assignment of your account or any related services we provide.

**Effect of Arbitration Award:** The arbitrator's award shall be final and binding on all parties, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds \$50,000, you or we can, within 14 days after the entry of the award by the arbitrator, appeal the award to a

three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Unless the parties agree otherwise and to the extent feasible, the appeal will be conducted pursuant to or modeled after the JAMS Optional Appeal Procedure, available at <http://www.jamsadr.com/rules-optional-appeal-procedure/>. Reference in this Arbitration Provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. The costs of such an appeal will be borne in accordance with this paragraph. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. A judgment on the award may be entered by any court having jurisdiction.

**Notice and Cure, Special Payment:** Prior to initiating a Claim, you may give us a written Claim Notice describing the basis of your Claim and the amount you would accept in resolution of the Claim, and a reasonable opportunity, not less than 30 days, to resolve the Claim. Such a Claim Notice must be sent to us by certified mail; return receipt requested, at 6510 Millrock Drive, Suite 200, Salt Lake City, Utah 84121, Attn: General Counsel. This is the sole and only method by which you can submit a Claim Notice. Upon receipt of a Claim Notice, we will credit your account for the standard cost of a certified letter. If (i) you submit a Claim Notice in accordance with this Paragraph on your own behalf (and not on behalf of any other party); (ii) you cooperate with us by promptly providing the information we reasonably request; (iii) we refuse to provide you with the relief you request before an arbitrator is appointed; and (iv) the matter then proceeds to arbitration and the arbitrator subsequently determines that you were entitled to such relief (or greater relief), you will be entitled to a minimum award of at least \$7,500 (not including any arbitration fees and attorneys' fees and costs to which you will also be entitled). We encourage you to address all Claims you have in a single Claim Notice and/or a single arbitration. Accordingly, this \$7,500 minimum award is a single award that applies to all Claims you have asserted or could have asserted in the arbitration, and multiple awards of \$7,500 are not contemplated.

#### WAIVER OF JURY TRIAL AND CLASS ACTION WAIVER

**To the extent permitted by applicable law, with respect to any Claim or other dispute between you and us (as defined in the Arbitration Provision) that is tried in court rather than resolved by arbitration, you and we hereby agree (a) that the Claim or other dispute will be tried by a judge without a jury, and you and we knowingly, voluntarily, intentionally and irrevocably waive the right to trial by jury in such a proceeding and (b) that any such litigation will proceed in court on an individual basis and will not proceed as part of a class action.**



## **SCHEDULE OF FEES**

**EFFECTIVE: JUNE 1, 2013**

Currently, the Bank does not impose service fees or other periodic fees on your account(s). Should the Bank decide to impose a service fee or periodic fee, the Bank will provide you notice as required by law.

Please note that if you withdraw funds from your CD before maturity, an early withdrawal penalty applies. See the relevant section of the Deposit Account Agreement entitled "Early Withdrawal Penalty" for details.