

# Your New Account Agreement & Disclosure

*Effective May 2012*



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# TERMS AND CONDITIONS OF YOUR ACCOUNT

Tri Counties Bank is pleased to have this opportunity to offer you our personalized attention and convenient banking services. This Deposit Agreement and Disclosure Statement describes the terms of your deposit accounts with Tri Counties Bank. **It is important that you carefully review the following Agreement and Disclosures and save them for future reference. They contain important information, terms and conditions between you and the bank.** If you sign a signature card or open or continue to use the account, you agree to these terms. This agreement is subject to applicable federal laws and the laws of the State of California. If you have any questions, please call us.

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.

As used in this document the words "we," "our," and "us" mean Tri Counties Bank 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. 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.

We may accept instructions regarding your accounts with us in written form, electronic transmission, or verbal authorization from you. The form of instruction upon which we act shall be determined in our reasonable discretion as appropriate under the circumstances.

**IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, Federal law (Section 326 of the USA PATRIOT Act) requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

**FEES & CHARGES/LIABILITY/ATTORNEY'S FEES** - 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 Agreement and the schedule of charges (and as each may be amended from time to time). You authorize us to deduct fees and charges directly from the account balance as accrued, or from any other account(s) you maintain with us. 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 liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to the account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available, or from any other account(s) you maintain with us. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

Unless otherwise provided for or excluded by this Agreement, the prevailing party in any lawsuit between you and us shall be entitled to recover its reasonable attorney's fees from the losing party, in addition to any other relief which may be awarded in such action.

**DEPOSITS AND CASH PAID ITEMS** - We may 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 may provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. After settlement becomes final, we may debit your account for any item returned to us, as a chargeback, regardless of the passage of time between final settlement and return of the item. 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 on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-

party indorsers to verify or guarantee their indorsements, or indorse in our presence. If we cash any item for you (including cashier's and official checks), we may, in our discretion, place a hold on your account for a reasonable period of time in the same amount. Whether or not a hold is placed on your account, if the cash paid item is returned to us at any time, and for any reason, we may debit one or more of your accounts for the amount of the returned item. If such debit creates an overdraft, you agree to repay the same immediately and pursuant to the terms of this Agreement.

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy.

**LARGE CASH WITHDRAWALS** - If you request that we cash your check or permit a cash withdrawal from your account(s) for a very large sum, we may require seven (7) business days' advance notice so that we can order the cash from our vault. In our sole discretion we may require that you provide adequate security depending on the amount requested, and/or charge a fee for large cash orders. We may also require that you arrange for pick up of the cash at a secure location which we specify, or have the withdrawal delivered to you by an armored courier acceptable to us, and at your expense. If you do not agree to the conditions set at the time of your request, we may decline to make the cash withdrawal available, and instead provide you with a cashier's check for the amount requested.

**WITHDRAWALS** - 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. You agree that, as to any item that we have no opportunity to examine the signatures, such as an electronic check conversion transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation, you waive any requirement of signature for withdrawal. We may charge your account for a check even though payment was made before the date of the check, unless you order a stop payment in time for us to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. You agree that we may charge fees for overdrafts and use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees. If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for 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.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D. 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.

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

The Bank may change your account to a business account for any of the following reasons:

- The Bank determines your account is being used for a business purpose
- The account has a business name
- Your deposits include food stamps or credit card receipts

- On more than an occasional basis:
  - Your deposits exceed 10 per month
  - You deposit more than 10 checks at a time
  - Your deposits contain more than \$2,500.00 in currency or \$100.00 in coin
  - You have more than 1 withdrawal in any one month or statement period
  - Checks or withdrawals are written for change-wanted orders
  - Deposits are made through a night depository or delivered to the Bank by courier or armored carrier

We will provide notification to you if you violate any Federal or State Regulation that applies to your particular account. If you continue to violate any Federal or State Regulation we will change your account to another product offered by us or close your account.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION** - These rules apply to your 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. As used in this agreement “party” means a person who, by the terms of the account, has a present right, subject to request, to payment from a multiple-party account other than as an agent.

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

**Joint Account** - This account or certificate is owned by the named parties. Upon the death of any of them, ownership passes to the survivor(s).

**Community Property Account of Husband and Wife or Registered Domestic Partners** - This account or certificate is the community property of the named parties who are husband and wife or registered domestic partners. The ownership during lifetime and after the death of a spouse is determined by the law applicable to community property generally and may be affected by a will.

**Tenancy in Common Account** - This account or certificate is owned by the named parties as tenants in common. Upon the death of any party, the ownership interest of that party passes to the named pay-on-death payee(s) of that party or, if none, to the estate of that party. Absent evidence to the contrary, we will assume each co-tenant owns an equal percentage of funds on deposit.

**MULTIPLE SIGNATURE POLICY** - Tri Counties Bank does not open accounts requiring multiple signatures and we do not review checks for multiple signatures, given our automated check processing system. If a customer chooses to impose a multiple signature requirement, they are responsible for overseeing it and that requirement will not be reflected on the signature card. Tri Counties Bank will not be responsible for any losses incurred due to your multiple signature requirements.

**STOP PAYMENTS** - 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. When you place your stop-payment order we will tell you what information we need to stop payment including, but not limited to, the check number, the amount of the check, the date it was written and to whom it was payable. This information must be exact since stop-payment orders are handled by computers. If your information is not exact your order will not be effective and we will not be responsible for failure to stop payment. Unless renewed, the Stop Payment order may be disregarded after six months from the date it is received by the branch of the Bank at which the account is held. The order will be cancelled if the account is closed. If the account is later reopened, a new stop payment order must be initiated by you for placement.

You may stop payment on any item drawn on your account with the exception of check card transactions whether or not you signed the item. Note: You may not stop payment on an ATM, point-of-sale, or VISA Check Card transaction.

**AMENDMENTS AND TERMINATION** - The Bank reserves the right to, or change, at any time, the terms of this agreement and those in other disclosures, schedules and forms signed by you or furnished to you. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. If the law so requires, notice of a change will be given to you. Otherwise, no notice need be given as a condition of the change. You agree to keep us informed of your current address and e-mail address as applicable at all times. Notice from us to any one of you is notice to all of you. If we

have notified you of a change in any term of your account and you continue to maintain your account after the effective date of the change, you have agreed to the new term(s).

**OUR RIGHT TO CLOSE ACCOUNT** - The Bank reserves the right to close your account for any reason including your default on any other agreements that you have with us, or without cause. We need not advise you of the reason for taking this action. If your account is closed by the Bank, it may issue a single Official Check for the account balance jointly payable to all account-holders and may mail or deliver that check to any one of the account-holders, subject to any right the Bank may have under any security agreement covering the account or the Bank's right to debit your account(s).

The Bank may automatically close most accounts when the account balance is \$0. The Bank does not give advance notice of such closure.

We will provide notification to you if you violate any Federal or State Regulation that applies to your particular account. If you continue to violate any Federal or State Regulation we will change your account to another product offered by us or close your account.

**MULTI-PARTY ACCOUNTS AND DISPUTES** - Sometimes we are brought into the middle of a dispute among multiple account owners over an account or a dispute between the account owners and others claiming to be owners of, or persons entitled to control or withdraw funds from, the Account. When we know or suspect that this is happening, we may choose any of the following courses of action: (1) we may ignore any instructions (such as an instruction by one account holder not to honor items or other withdrawal orders by another account holder) that conflict with the terms of the signature card for the account unless all account holders sign the instructions; (2) we may reverse any debits or credits to the account in dispute, or other accounts with us, to correct what we believe in our sole discretion resulted from action taken to the disadvantage of one account owner, over another; (3) we can require that all account holders sign any item or other instruction; (4) we can close the account and issue a single official check for the account balance jointly payable to all account owners, or to all signatories to the account and we may mail or deliver that check to any one of the account holders or signatories; (5) we can deposit the account balance with the clerk of a court in connection with an interpleader action we bring or in response to a court action naming us as a party—the court would then decide who is entitled to the funds; or (6) we can take any other action we believe to be reasonable under the circumstances even if the action is not listed here. These actions include but are not limited to any specific procedures that may be applicable under a law or regulation. You agree not to hold us responsible for, and to indemnify and defend us against, damages that may result from any decision we make in this regard as long as our decision and action (or inaction) is made and taken in good faith.

**ELECTRONIC STATEMENT DISCLOSURE** - If you have opted to have electronic statements you must maintain a valid e-mail address and notify us immediately if it should change. This is particularly important if you have opted to obtain an account to which an electronic statement is required. If the account you have chosen does not have a requirement for electronic statements, though you have opted to receive electronic statements, we will resume providing your statement in paper form and mail it to you. We reserve the right to change your account type if through one account cycle we do not have a valid e-mail address.

**STATEMENTS AND ERROR RESOLUTION** - It is your responsibility to promptly and carefully examine each statement of account you receive from us. In the event you purchase any "security or fraud prevention" products or services from us, you agree the implementation of such product or service does not release you from this responsibility. If you discover any unauthorized signatures, alterations, debits or credits ("Errors"), you will promptly notify us and submit your written claim for reimbursement no more than 30 days from when the statement is first sent or made available to you. If you notify us within such 30 day period, and we determine that your conduct contributed to the loss (e.g., failure to safeguard your checks), as between you and us, 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 contributed to the loss). If you fail to notify us within such 30 day period and the loss could have been reasonably discovered by review of your statement(s), the loss will be entirely yours regardless of whether we contributed to the loss. If an unauthorized signature, alteration, or debit is repeated by the same wrongdoer on multiple statements and you failed to report the first incident to us within such 30 day period, you will be entirely responsible for the losses disclosed on the first statement and all subsequent statements. In the event there are erroneous credit(s) to your account(s) which we determine (in our sole discretion) to be in error we may debit your account for such erroneous credit(s) at any time and without

prior notice. You hereby agree to hold us harmless from any and all damages or claims of loss resulting from erroneous credit(s) to your account.

**FACSIMILE SIGNATURE** - If you choose to use a facsimile signature, you must provide us with a specimen facsimile signature of each person authorized to do so. You are responsible for any withdrawal from your account that appears to us to bear a facsimile signature that resembles the signature of an authorized person regardless of how the facsimile signature came to be placed on the item. We may rely on facsimile signatures even if they were placed on items without your knowledge or consent. We may pay items bearing a facsimile signature regardless of the persons to whom they are drawn or paid. If you choose to use a facsimile signature, you are responsible for all account debits, even if you have not presented us with a specimen facsimile signature or if the size, color, or style of the facsimile signature is different from the one you typically use. We may pay the withdrawal and may charge your account for it. You agree to compensate us for all losses, claims, damages, or expenses, including reasonable attorney's fees that result from our payment of a withdrawal bearing a facsimile that resembles your signature or a facsimile that we believe you authorized.

**CHECK SAFEKEEPING AND COPIES** - You agree that you will not receive your canceled checks. We store only imaged check copies for a reasonable retention period. You may request copies from us.

**CHECK CLEARING FOR THE 21st CENTURY ACT (Check 21)** - By law, every bank is required to accept "substitute checks", just as they accept paper checks. A substitute check is the legal equivalent of the original check and must include all of the information contained on the original check, including the MICR line. A bank that creates a substitute check warrants that it is accurate and is produced in accordance with industry standards for quality. In order to create the best check images, when writing checks it is your responsibility to only use blue or black inks, not use gel pens or other similar colored inks, and utilize a paper stock of sufficient quality from which we can prepare an image replacement document. We also require that you use black ink only for indorsement stamps. Finally, Tri Counties Bank will be accepting substitute checks within deposits; however, these items may be subject to an uncollected funds hold(s), or may be forwarded as a collection item(s).

**CONSUMER PRIVACY AND CONFIDENTIALITY** - When you open your account with us you will receive a copy of our Privacy Notice, and will continue to receive a copy annually thereafter. You may also view our Privacy Notice by visiting our website at [www.tricountiesbank.com](http://www.tricountiesbank.com). This document describes how we collect, use, and safeguard your confidential financial and non-public personal identifying information. It also describes the circumstances in which we share your information within our corporate group, as well as what is shared with unaffiliated third party vendors. Additionally, it provides instructions as to how you may request corrections to the information we maintain about you.

**DIRECT DEPOSITS** - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**SECURITY INTEREST** - You hereby grant us a security interest in the account(s) you have with us for the purpose of securing your obligation(s) for any due and payable debt you owe us now or in the future, including but not limited to your obligations pursuant to this Agreement (e.g., for overdrafts and fees). If the debt arises from a note, "any due and payable debt" includes the total amount which we are entitled to demand under the terms of the note at the time we exercise our security interest under this Agreement. This security interest allows us to deduct amounts you owe as described above from the account(s) without prior notice. After the exercise of our rights under this paragraph, we will give you notice of enforcement of our security interest, the reason for such action, and the amount debited from the account(s). You agree that we will not be liable to you for the dishonor of any check when the dishonor occurs because we exercised our rights under this security agreement and that you will hold us harmless from any claim arising as a result of our exercise of our rights under this security agreement. You also hereby grant us the option to advance any line of credit you may have with us for the purpose of repaying any overdrafts that are not paid on demand, and you agree that any such advance to a line of credit made for such purpose constitutes an "event of default" under the applicable loan agreement entitling us, at our option, to declare the entire unpaid balance on such line(s) of credit all due and payable.

**RESTRICTIVE LEGEND** - We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000.00."

**CHECK PROCESSING** - We may process items mechanically by relying on the information encoded along the bottom of the items. This means that we may not individually examine all of your items to determine if the item is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. 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 time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

If you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't physically deliver a check to the party, any debit to your account initiated as a "demand draft," by the party to whom you gave the information is deemed authorized.

**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.

**PAYMENT ORDER OF ITEMS** - Items presented for payment on a single banking day will be debited from your Account in the following order of priority:

- (1) Cash paid items.
- (2) Point-of-Sale (POS) transactions and ATM withdrawals will be debited in the order received by us.
- (3) Electronic debits through Online Banking, Mobile Banking, Cash Management, 24 hour Telephone Banking.
- (4) Electronically converted and Automated Clearing House (ACH) items including TCB Payables BillPay payments.
- (5) Checks will be debited in numerical sequence. This means that the **LOWEST** check number will be paid **FIRST** and then paid in sequence to the highest check number.

Writing checks in the sequence you wish for them to be paid will enable you to determine which of your checks are paid first. We encourage you to keep accurate records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

**WHAT YOU NEED TO KNOW ABOUT OVERDRAFTS AND OVERDRAFT FEES** - Do not overdraw your account. If you overdraw your account, the fees and charges can be expensive. You should make sure not to overdraw your account. This section helps explain overdrafts and how they affect you. There are ways to avoid overdrafts, including good account management.

In addition to *Overdraft Privilege*, described later in this Deposit Agreement, we offer overdraft protection plans using your **Savings Account, Linked Deposit Account or Automatic Cash Reserve Account** which is a line of credit. These plans are normally less expensive than standard overdraft protection and are a promise by us to honor your overdrafts (up to the available funds or credit limit). Using one of these plans is normally a better way to manage your finances than overdrawing your account. Please contact us for more information on these options.

An overdraft is the negative balance that occurs when you have insufficient available funds in your account to pay checks and other charges from your account. This can occur due to an ATM withdrawal, a debit card transaction, a preauthorized automatic debit, a telephone or web initiated transfer, a check, or other electronic transfer or withdrawal. Make sure that you always have enough available funds in your account (or under an overdraft plan) to cover your charges and avoid the overdraft.

You will receive a notice entitled "What You Need to Know about Overdrafts and Overdraft Fees." (TCB form #NA-17). This notice will explain our standard overdraft practices in detail. You will see that we may authorize and pay overdrafts that involve checks (and other transactions made using your checking account number) and that involve automatic bill payments. Although we are not required to do so, we normally do authorize and pay these types of overdrafts up to a pre-determined dollar limit. If you wish, you may ask us not to do so - you may "opt-out," in other words, of our practice for overdrafts due to checks and automatic bill payments.

We do not authorize and pay ATM and everyday debit card transactions unless you ask us to. Due to system limitations, exceptions may occur and your ATM or debit card transaction may be paid causing an overdraft even if you haven't asked us to, but you will not be charged an overdraft fee for these exceptions (although you will be responsible to repay the overdraft amount). You may "opt-in" to our practice as it involves ATM and everyday debit card transactions.

Overdrafts can arise due to a number of factors, so keep in mind that:

- You should not assume that you will avoid an overdraft by making a deposit to cover before your transaction reaches us. For example, checks can clear very quickly - often on the same day you write and deliver them.
- The order in which transactions are processed and cleared can affect the total amount of overdraft fees incurred by you (see section in this Agreement entitled "Payment Order of Items").
- Overdraft fees reduce your available overdraft limit.
- If you use an ATM or debit card, sometimes a hold is placed on your account by us. The hold amount may be more than the actual transaction and can result in an overdraft, since "held" funds are not available.
- Your account balance viewed online, via an ATM or obtained by calling us does not include your *Overdraft Privilege* limit. You need to call and ask us for that amount, which can change at anytime without notice. We cannot guarantee that an item will be paid even if it is within your *Overdraft Privilege* limit because we do not know what other charges you may have made or when those will reach us for payment.
- You may not be able to tell if a particular transaction will cause an overdraft. For example, a merchant point-of-sale terminal may not provide account balances, or a balance at an ATM may reflect yesterday's balance information. Your bank account balance is continually changing, so any balance you see may not reflect current transactions or may otherwise be out of date. You can call us if you want clearer information about your balances, to help avoid overdrafts.
- You should not expect us to monitor or track your overdraft usage and to warn you if the usage pattern becomes excessive. On the other hand, we may contact you if this is the case, possibly to suggest an alternative arrangement such as one of our overdraft protection plans.
- *Overdraft Privilege* is not designed to help avoid your future financial challenges and should not be used by you that way. Extensive use of overdrafts is an indicator of poor account management and can result in significant expenses for you.

**OVERDRAFT PRIVILEGE** - Whether your overdrafts are paid is discretionary and we reserve the right not to pay them. We may refuse to pay any or all overdraft(s) for you at any time, even though we may have previously paid overdrafts for you (whether under the *Overdraft Privilege*, or otherwise). For example, we typically do not pay overdrafts if your account is not in "good standing," or you are not making regular deposits, or you have too many overdrafts. *However, if you maintain your account in good standing (defined as making regular deposits and bringing your account to a positive balance, including payment of all financial institution fees charged to your account, at least once every 30 days) and there are not legal orders outstanding, we may approve your reasonable overdrafts as a non-contractual courtesy.*

After your account has been open for at least 60 days, and you qualify for this service, an *Overdraft Privilege* limit may be assigned to your account. As long as you maintain your account in good standing, we may honor overdrafts up to the assigned limit. Normally, we will not approve an overdraft for you in excess of the pre-determined limit assigned to your account, plus our applicable Overdraft fee(s). Based on our analysis, the *Overdraft Privilege* limit may change without notice to you.

More than one overdraft fee may be assessed per day, depending on the number of checks presented and/or other withdrawals made from your account. Any fees charged for items or transactions presented against your account will be subtracted from your available balance (which may include your *Overdraft Privilege*). For information regarding the order in which items are presented for payment, please refer to the PAYMENT ORDER OF ITEMS section above. We reserve the right to change this order without notice to you if we suspect fraud or possible illegal activity affecting your account. Also, please be aware that the order of payment of items may create multiple overdrafts during a single banking day for which you will be charged our standard overdraft fee (see the Service Fee Schedule) for each overdraft whether paid or returned. This fee applies to overdrafts created by check, in-person withdrawal, ATM withdrawal, or other electronic means. The amounts of any overdraft plus our overdraft fee(s) that you owe are immediately due and payable with or without demand. You will be notified by mail of any overdraft items we have paid or returned; however, we have no obligation to notify you before we pay or return any item(s).

There is no monthly maintenance fee associated with *Overdraft Privilege* and no interest or daily fee will be charged on the overdraft balance. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner and agent, if applicable, shall be jointly and severally liable for such overdraft plus our overdraft fee(s) regardless of who created the overdraft. We will recover overdrafts, which are not repaid as provided above, pursuant to the section entitled "FEES & CHARGES/ LIABILITY/ATTORNEY'S FEES".

Call your branch or Telephone Banking Center for your *Overdraft Privilege* limit.

Use of *Overdraft Privilege* constitutes your agreement we will not be liable to you for any loss or damage based on a claimed reliance that any item(s) which overdraft your account will be paid. You further agree to indemnify and hold us harmless from any such claims for loss or damage made by others.

And finally, remember that *Overdraft Privilege* should **not** be viewed as an incentive to overdraw your account. As always we encourage you to manage your finances responsibly. In the event you would like us to have this service removed from your account, you can do so by calling 800-922-8742 or by visiting any one of our branch locations.

LIMITATIONS: Available for accounts in good standing. Tri Counties Bank reserves the right to limit participation to one account per household and to discontinue this program without prior notice.

**ACH AND WIRE TRANSFERS** - This agreement is subject to Article 11 of the California Commercial Code. If you originate a fund transfer for which Fedwire is used, 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 (ACH) 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 by law. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and may recover such refund(s) by debit to any account(s) you have with us. The party originating such payment will not be considered to have paid the amount so credited. 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. For business customers using wire transfer and ACH services including bill pay service, we hereby advise you that the Bank's ability to reverse electronic transactions which are initiated by fraudulent means is extremely limited (and in many instances is impossible). Even if you immediately inform the Bank of an unauthorized debit to Your account(s), the Bank may not be able to reverse such debit, and unless the Bank's systems are at fault and if you are a business customer, the financial loss will be entirely Yours. The Bank's ability to determine the source of such fraudulent activity is also extremely limited. You are advised to be certain of the integrity of your systems before using online services and also determine whether You should obtain appropriate insurance coverage to protect against unrecoverable losses.

**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.

**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. 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.

**FICTITIOUS BUSINESS NAME ACCOUNTS** - If you hold an account under a fictitious name, each of you represents that one or more of you have the right to use that name and have fulfilled all the legal requirements for using the name and doing business under that name. "Fictitious business name" means, in the case of an individual, a name that does not include the surname (last) of the individual or that suggests the existence of additional owners (e.g., "& Company"). In the case of a partnership, other than a limited partnership, a name that does not include the surname of each general partner or a name that suggests the existence of additional owners is a fictitious business name. In the case of a corporation, any name other than the corporate name stated in its articles of incorporation is a fictitious business name. In the case of a limited partnership or a limited liability company, any name other than the name of the limited partnership or limited liability company on file with the Secretary of State is a fictitious business name.

**UNCLAIMED PROPERTY NOTICE** - Your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

**ANALYSIS EARNINGS CREDIT FOR BUSINESS CUSTOMERS** - Fees for services used by you may be fully assessed against your account(s) or may be offset through account analysis. To determine a single monthly net service charge using the account analysis method, we will assign an earnings credit rate (established and changed from time to time by us) to your collected balances and apply those earnings credits as an offset for services provided to you during that statement cycle. Your net service charge for a given statement cycle could be zero if your earnings credit should equal or exceed your total charges during that cycle. Federal law prohibits us from paying excess earnings credits to you. If your earnings credits are not sufficient to offset the amount due for services rendered, you agree to pay such amounts due to us upon presentation.

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

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

**DEMAND DRAFTS/REMOPLY CREATED CHECKS** - If you use or authorize another to issue a demand draft against your account, or voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't deliver a check physically signed by you to the party, any demand draft or other debit to your account initiated by the party to whom you gave the information is deemed authorized even if it differs in amount, frequency or timing from your intentions or agreement with that party. You agree that you will not hold us responsible for any loss, damage or other costs resulting from your having used or authorized another to create a demand draft.

Checks and drafts prepared by a third party that do not bear the account owner's signature, may be deposited to your account, or presented to us for payment from your account. Such items may be prepared by merchants or others who purport to have the account owner's authority. We will process such items as we do for all other items deposited or presented for payment, subject to the following condition: our acceptance of such items for deposit is conditioned on your agreement to reimburse us for any item returned as unauthorized, or for any other reason. We may place a hold on such deposits as permitted by law, and in the event of a return of such item(s) we will debit your account(s) accordingly as we would for any other items deposited to your account that was returned. Our acceptance of such items for deposit constitutes your agreement to indemnify and hold us harmless for any loss or damage we may sustain by reason of accepting such deposits to your account(s).

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

**NOTICE TO CUSTOMERS WITH NON-INTEREST BEARING TRANSACTION ACCOUNTS** - The Dodd-Frank Wall Street Reform and Consumer Protection Act mandated that from December 31, 2010 through December 31, 2012 all funds in non-interest bearing transaction accounts are insured in full by the Federal Deposit Insurance Corporation (FDIC). The unlimited coverage is in addition to, and separate from, the coverage of at least \$250,000 available under the Federal Deposit Insurance Corporation (FDIC) general deposit insurance rules. The term non-interest transaction account is defined as any traditional checking account or demand deposit account on which the insured depository pays no interest. This notice is to inform you that if a non-interest bearing transaction account is changed to an interest bearing transaction account, the account is no longer covered under the full insurance as a non-interest bearing transaction account. However, the \$250,000 FDIC general deposit insurance will continue to apply if eligible under the rules. For more information about Federal Deposit Insurance Corporation (FDIC) coverage of transaction accounts, please visit [www.FDIC.gov](http://www.FDIC.gov).

**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.

You agree that we may refuse to pay a check if the person presenting the item does not 1) pay any check-cashing fee we may decide to require, or 2) comply with our use of **Touch Signature**, a fingerprint identification program, or the use of any other fingerprint or thumbprint identification program we establish for your protection.

**DORMANT ACCOUNTS/OFFICIAL CHECKS/UNCLAIMED PROPERTY** - Your account is dormant if, for one year for a checking account or three years for a savings or time account, there is no customer-initiated activity (this excludes automatic deposits). If your account is dormant, we may hold all statements on your account, but normal maintenance, and other fees continue to apply. If your dormant account is not subject to service charges, we reserve the right to change the account type to a service chargeable account on sixty (60) days advance written notice to you. We may also block electronic transaction (e.g., ATM) access.

Funds used to purchase Official Checks not presented for payment within 3 years may be surrendered to the State by the issuing agent.

If an account remains dormant, state law establishes procedures under which unclaimed property must be surrendered to the state. Please inquire about the action required to prevent your account from being considered dormant. If your funds are surrendered to the state, you may be able to reclaim them, but your claim must be presented to the state and we no longer have any liability or responsibility with respect to the surrendered funds.

**DEATH OR INCOMPETENCE** - You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or becomes legally incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or 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 legal incompetence for up to ten (10) days after your death or legal incompetence unless ordered to stop payment by someone claiming an interest in the account.

**UTMA ACCOUNTS** - Under the Uniform Transfers to Minors Act, the funds in the account are owned by the child who has unconditional use of the account when he or she reaches the age of majority. Before that time, the account may be accessed only by the custodian (or successor custodian), and the

funds must be used for the benefit of the child. We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the custodian (or successor custodian) are for the child's benefit. For this type of account, the child's SSN/TIN is used for the Backup Withholding Certification.

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

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

**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.

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

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

**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 have designated a central location for acceptance service of legal process. Irrespective of where your account is located within our Branch network, service of legal process on our central location will apply to all accounts you have with us wherever located. 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.

Our processing cutoff times with respect to any knowledge, notice, stop payment order, or legal process received by us involving a check under the applicable provisions of the Uniform Commercial Code, is the later of 10:00 A.M., on a business day or one hour after we open for business the day following the business day on which we receive the check.

Upon receipt of legal process for which a hold or payment is to be made from funds in your account(s), regardless of the amount required by such legal process, we may restrict access to the entire balance in such account(s) until funds are remitted or the legal process is withdrawn.

Any fees or expenses we incur in responding to any legal action (including, without limitation, our in-house and outside 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. If permitted by applicable law, you have a right, upon written request, to review a copy of any records that we may have provided because of a legal action.

**SECURITY** - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to 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 and can take action to prevent such access.

Your account number can also be used to electronically remove money from your account. If you provide your account number in response to a telephone solicitation for the purpose of making a transfer (to purchase a service or merchandise, for example), 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, any access device or PIN, 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).

**CLAIM OF LOSS** - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to a 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. You agree that we are not required to give you provisional credit for your claimed loss until we have completed our investigation. We will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you to recover your loss against the person responsible and you agree to indemnify and hold us harmless from any such losses. Without limiting the foregoing, your hold harmless and indemnity will include any loss suffered or incurred by us due to any U.S. or foreign governmental entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authenticity of any action taken by any U.S. or foreign governmental entity prior to complying with any legal process.

In the event that we reimburse your loss, 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, including insurance coverage.

**JURISDICTION AND VENUE** - If there is a lawsuit, you agree upon our request to submit to the jurisdiction of the courts of Butte County, State of California.

## NOTICE OF NEGATIVE INFORMATION

Federal law requires us to provide the following notice to customers before any “negative information” may be furnished to a nationwide consumer reporting agency. “Negative information” includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement.

After providing this notice, additional negative information may be submitted without providing another notice.

**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 GOVERNING RENTING OF SAFE DEPOSIT AND SELF-SERVICE BOXES

The following terms and conditions along with the Safe Deposit Signature Card (“Card”) signed by you, a copy of which has been given to you with this booklet (collectively the “Agreement”), govern our rights and your responsibilities with respect to the Safe Deposit or Self-Service Box you have rented from us.

**Box Rental Fees and Term of Agreement.** You agree to pay, annually and in advance, the rental fee in effect at the time pursuant to the Bank’s Services & Fees Schedule. Annual rental shall be automatically extended for one-year periods upon payment of the rent then due. We do not rent boxes for periods shorter than one year. You may terminate this Agreement at any time by removal of all contents from the Box and surrender of all keys. Pre-paid rent is non-refundable. We may terminate this Agreement for non-payment of rent or other breach of this Agreement.

**Keys.** Once you have signed the Card and paid the first year’s rent, we will issue you the number of keys as shown on your Card. You agree not to make duplicate keys. For your protection, we do not maintain duplicate renter’s keys. We have no box keys for branch offices renting single custody safe deposit boxes or self-service boxes. Lost or stolen keys will incur a substantial charge for forcible entry and re-keying of the lock. You agree on demand to reimburse us for all expenses and damages we incur by reason of your failure to surrender the key(s) on termination of this Agreement. You agree to notify us immediately if a key is lost or stolen.

**Access by Renter and Denial of Access.** Any person signing the Card may have access to the Box. We will not restrict box access for multiple signatures, even if you request such a restriction. You are entitled to access your Box during our normal business hours, subject to providing proper identification. No identification is required for access to a self-service box and anyone possessing the key will have access to the self-service box during normal business hours. For your protection, please do not identify the self-service box number on the key itself. Access may be refused if: (1) we reasonably believe that Box or vault access jeopardizes our security; (2) if in our sole discretion, we have been provided information that there are conflicting claims to the Box contents; (3) we are required to deny access by law (e.g., court order); or (4) rental payment has not been paid within 30 days of its due date (and if you fail to pay the applicable annual rental fee within 6 months of its due date, we will be entitled to exercise the rights provided by this Agreement and by law, which may include forced opening of the Box and disposal of its contents).

**Title and Ownership of Contents.** If there is more than one renter, you acknowledge that placing personal property in the box will not create a joint tenancy.

**Prohibited Contents.** You agree not to place in the Box any liquids, materials or substances which could cause damage to the Box, deface the Box in any way, or store therein any property which is unlawful, dangerous, explosive, offensive, or which may become a nuisance. You authorize us to forcibly open the Box and remove its contents (at your expense) if we reasonably believe that you have stored prohibited contents in our vault.

**Access by Others.** If there is more than one renter, your co-renter or their legal representative may be given access to the Box and will be entitled to remove the contents. Unless you give us reasonable advance notice of a lost or stolen key, anyone possessing a key will be permitted access to a self-service

box. Without notice or liability to you or further inquiry on our part, and in our sole discretion we may: (1) allow access to others by relying and acting upon any court order, authorization, or certification which we believe to be genuine, properly executed and enforceable; or (2) deny or restrict access to the Box by others as required by law or this Agreement.

**Powers of Attorney.** Any power of attorney purporting to give your consent to gain access to the Box must be in writing, signed by you, and in a form acceptable to us. We may rely on any power of attorney presented for access to the Box without duty of further inquiry, so long as the power of attorney is in proper form and the Bank does not have actual notice of its revocation. We may, in our sole discretion, refuse to honor multiple or inconsistent powers of attorney.

**Death or Incompetence of Renter/Change of Address.** You agree to notify us in writing of the death or incompetence of any person who has a right of access to the Box. You agree to notify us of any renter's change of address.

**Assistance by Bank.** Handling of a key or box by a vault attendant is an accommodation to you and is provided at your risk. You agree to comply with our rules and procedures now or hereafter adopted for the administration of our safe deposit box services.

**Failure to Pay Rent.** If you fail to pay any rent or other charges when due, or you fail or refuse to surrender the box and keys on termination of this Agreement, we may: (1) deduct rent and other charges from any account(s) you have with us; or (2) on sixty (60) days mailed notice to you (at the last address you provided to us), forcibly open the Box, remove its contents, and hold them on special deposit, subject to a lien for unpaid rent, charges for forced opening and maintaining custody of the contents and related charges, including our reasonable attorney's fees. We may dispose of such contents as provided by law and apply the proceeds to pay the lien.

**Limitation of Liability.** We take no responsibility for any property placed in the Box. Although we will take reasonable and customary steps to assure that unauthorized access does not occur (with the exception of self-service boxes for which we take no such responsibility) and that the contents of the Box are not damaged, you agree that we are not responsible for any damage to or loss of any of the contents of the Box occasioned by circumstances beyond our control, such as fire, flood, robbery or other unauthorized access. It is your sole responsibility to insure the contents of the Box, as you deem appropriate, in part because we do not inventory or know the contents of any safe deposit box or self-service box in our vault. This Agreement is merely a rental of space in our vault. You agree that our liability to you for any claimed loss whatever the cause and even if you claim we are at fault for any reason, including our own negligence, is limited to \$100 provided that under no circumstances will we have any liability to you for cash left in a safe deposit box, regardless of the cause for your claim of loss. Our sole and exclusive responsibility under this Agreement is limited to: (1) securing the vault room containing the Box according to our established and customary practices (excepting self-service boxes, which are not secured during normal business hours); and (2) protecting the Box from tampering or theft by our employees.

**Termination.** We may terminate this Agreement at any time upon written notice to you. Any renter may terminate this Agreement at any time, upon written notice to us, removal of all Box contents and surrender of all keys.

**Notices.** Any notice to us must be given in writing and delivered to the office where the Box is maintained. Our notices to you may be given to you or your legal representative in person or by first class mail addressed to the last known address as shown on our records.

# ELECTRONIC FUND TRANSFERS

## YOUR RIGHTS AND RESPONSIBILITIES

**Electronic Fund Transfers (EFTs).** The following concerns electronic fund transfers (EFT) to or from any of your accounts maintained with Tri Counties Bank (Bank) for personal, family or household use. EFT service permits you or a third party acting on your behalf to deposit to or withdraw from your account without the need for a specific written instruction, such as a check or deposit slip, for each transaction. In those instances where a third person will be making deposits to or withdrawals from your account, the agreement you have with that third person will authorize the EFT activity on your account. The disclosures, which follow, will govern that activity. Please read them carefully because they tell you your rights and obligations for the transactions listed. You should keep this notice for future reference.

**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 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 bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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:

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s) using our Automatic Funds Transfer System (AFT). Our AFT system is set to verify funds in the account being debited, the night prior to the transfer date. With the exception of preauthorized automatic funds transfers to pay a Tri Counties Bank loan, if funds are not available in the debiting account on the first try, the system will retry to debit the account three more times. Currently there is no insufficient funds fee being charged for the additional presentments.
- **Electronic check conversion.** You may provide your check to a merchant or service provider who will scan the check for the encoded bank and account information. The merchant or service provider will then use this information to convert the transaction into an electronic funds transfer. This may occur at the point of purchase, or when you provide your check by other means such as by mail or drop box.

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution.

- **Electronic returned check charge.** Some merchants or service providers will initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

You authorize us to collect a fee (as disclosed in our Services & Fees Schedule) through an electronic fund transfer from your account if your payment is returned unpaid.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to savings accounts.

**24 Hour Telephone Banking** - You may access your account by telephone 24 hours a day at **1-800-922-8742** using your personal identification number, a touch tone phone, and your social security number, to:

- transfer funds between checking and savings
- transfer funds from line of credit to checking or savings
- make payments from checking or savings to loan accounts with us
- inquire about:
  - the account balance of checking or savings accounts
  - the last five deposits to checking or savings accounts
  - the last ten withdrawals from checking or savings accounts

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to telephone transfers.

**On-line Banking** - Information about your account(s) via the Internet is available upon an accepted application/set up procedure. You may access our world wide web site [www.TCBK.com](http://www.TCBK.com) or [www.tricountiesbank.com](http://www.tricountiesbank.com). On-line Banking provides the ability to view your accounts, communicate to the Bank via e-mail, and to process certain monetary transactions and schedule your bills to be paid electronically.

Please also see **Limitations on frequency of transfers** section regarding limitations that apply to computer transfers.

**Telephone Transfers** - Credits to your checking account due to Telephone Transfers are subject to the following, additional terms and conditions:

- **Business days.** For purposes of these disclosures, our business days are every day except Saturdays, Sundays, and federal holidays.
- **Transfer limitations.** There are no limitations to the number or dollar amount of any telephone transfer credit to your checking as long as the transfer will not cause your account to go over the established credit limit.
- **Fees.** If you call the 24-Hour Telephone Banking Center for a telephone transfer credit to your checking account, there is no telephone transfer fee. If you call the Branch to request a telephone transfer there may be a fee. Please refer to the Services & Fees Schedule.

NOTE: A Cash Advance fee is a separate finance charge, which may be assessed to your credit line balance. Refer to your Automatic Cash Reserve Account Agreement and Disclosure Statement for additional information concerning your overdraft protection credit line.

**Electronic Withdrawals, including Automated Teller Machines (ATMs).** Regardless of what your signature card indicates, if an ATM Card has been issued to anyone who has an ownership interest in or signing authority over your account or if you authorize a third party to draw a draft on or to initiate an electronic fund transfer from your account, the Bank will honor the transaction. The Electronic Fund Transfer Act does not apply to business accounts.

**Electronic Card Services.** If you have requested or obtained an Automated Teller Machine Card and/or a VISA® Check Card (each referred to hereafter as "Card") from the Bank, this disclosure will apply to all EFT activity occurring as a result of the use of that Card. Your signature on the application for your Card or Personal Identification Number (PIN or corresponding code), or your use of your Card, PIN or any of the EFTs described in this disclosure will show that you have agreed to the terms of this disclosure and agreement which relate to the Card, PIN or other EFT services. Each person whose name appears on the Card or Account Agreement for an account which has been designed as accessible through the use of the Card jointly and severally agree to use the Card and an Automated Teller Machine (ATM) or Point of Sale (POS) terminal only for the purposes authorized by the Bank and in accordance with this agreement. No ATM Access Card, VISA® Check Card, or corresponding PIN may be used to purchase (or acquire funds to purchase) any unlawful good or service, including without limitation participation in

any unlawful gambling activities. You are solely responsible for determining whether any service, good or activity is lawful. Your use of the Card as part of any unlawful activity will not relieve you of your duty to pay amounts due to us and you will remain fully obligated to pay any indebtedness incurred in contravention of the foregoing promises.

**IF YOU DO NOT WANT TO USE YOUR CARD, DESTROY IT AT ONCE BY CUTTING IT IN HALF.**

**ATM/Visa Check Card Issuance.** Your Card is issued with an expiration date. To keep your Card in an "active" status, at least one transaction using your Card (for example, a balance inquiry) must be performed prior to the expiration date on the Card. If a transaction using your Card has not been recorded prior to the expiration date, the Card will be dropped from the active list and re-issuance of that Card will not occur.

**Card Activation.** If your Card is a new **ATM Card** and not a replacement ATM Card, your Card will be mailed to you separately and before a *computer-selected PIN is mailed to you*. Once you receive your Card and you have followed the activation instructions accompanying it, you have the option of choosing your own personalized PIN, or you may retain and use the computer-selected PIN. To activate your own PIN simply visit any one of our branches convenient to you. *Choosing your own PIN will deactivate the computer-selected PIN*. Once a PIN has been established, you may transfer money into or out of your account(s).

**Tri Counties Bank/Network ATMs.** Tri Counties Bank is a member of various ATM and POS networks including Cirrus, Star System, Interlink, Plus, VISA®, Discover, American Express and PayPoint. As a member of these networks, certain services are available through various ATMs, POS terminals or travelers' check dispensing machines programmed to accept your Card in addition to the ATMs operated by Tri Counties Bank.

**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).

**Authorization for Card Transactions.** You authorize the Bank to accept all ATM deposits and permit all ATM and POS withdrawals initiated through the use of the Card by you or anyone you authorize to use the Card. **NOTE: You may not stop payment on an ATM, POS or VISA® Check Card transaction.**

**ATM Banking Day.** Most Tri Counties Bank ATM locations offer 24-hour access. **For determining the availability of your deposits, a business day is every day, except Saturdays, Sundays, and federal holidays.**

If you make a deposit at a Tri Counties Bank ATM before the cut-off time that is posted (cut-off times may differ on some days and/or at some locations) 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 at an ATM after the posted cut-off time or on a day we are not open, we will consider the deposit was made on the next business day we are open. Generally, all Tri Counties Bank ATM machines will have a 5:00 p.m. cutoff time.

**Account Access.** You may use your ATM Card or Visa Check Card or Code to:

- Withdraw cash from your checking or savings account,
- Make deposits to your checking or savings account,
- Transfer funds between your checking and savings accounts whenever you request,
- Pay for purchases at places that have agreed to accept Visa Check Card (also called point-of-sale transactions) or your code (signature-based transactions may take additional time to post to your account),
- Pay bills directly from your checking or savings account by computer terminal or by telephone in the amounts and on the days you request.

Note: Some of these services may not be available at all terminals.

You may also authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to: i) Pay for a purchase or ii) pay bills.

### **Limitations on frequency of transfers:**

- You may make unlimited cash withdrawals from our terminals daily, up to the available balance in your account.
- You can use your bill-payment service to pay an unlimited number of bills or transfers each computer session or telephone call each day.
- You can use our point-of-sale transfer service for an unlimited number of transactions each day, up to the available balance in your account.
- For security reasons, there are limits on the dollar amounts you can make using our terminals, bill payment service, or point-of-sale service. (see below)

### **Limitations on the dollar amounts of transfers:**

- You may withdraw up to \$500.00 from our terminals each 24-hour period you use the Card or your Code.

When you use your Tri Counties Bank Check Card to make point-of-sale purchases, you will have a daily purchase limit not to exceed \$1,000 per day. Your Check Card limit may be changed at any time. If you require a higher daily dollar limit, please call us at 800-922-8742. If your limit is changed, we will send you a notice advising you of your new limit.

**Cash Advance Fee:** When using TCB check card for Cash Advances, your account will be charged a 2% processing fee.

**Non-Visa Debit Transaction Processing.** We have enabled non-Visa debit transaction processing. This means you may use your Visa-branded debit card on a PIN-Debit Network\* (a non-Visa network) without using a PIN.

The non-Visa debit network(s) for which such transactions are enabled are: STAR Network.

Examples of the types of actions that you may be required to make to initiate a Visa transaction on your Visa-branded debit card include signing a receipt, providing a card number over the phone or via the Internet, or swiping the card through a point-of-sale terminal.

Examples of the types of actions you may be required to make to initiate a transaction on a PIN-Debit Network include initiating a payment directly with the biller, possibly via telephone, Internet, or kiosk locations. STAR Network billers are required to display the STAR logo. STAR Network billers must also allow you to choose how your payment is directed. Thus, you could see the STAR logo and choose to direct your payment through the STAR Network. In addition, STAR Bill Payments are not authenticated with a PIN; instead the biller authenticates your identity using known information derived from an existing relationship with you.

The provisions of your agreement with us relating only to Visa transactions are not applicable to non-Visa transactions. For example, the additional limits on liability (sometimes referred to as Visa's zero-liability program) and the streamlined error resolution procedures offered on Visa debit card transactions are not applicable to transactions processed on a PIN-Debit Network.

\*Visa Rules generally define **PIN-Debit Network** as a non-Visa debit network that typically authenticates transactions by use of a personal identification number (PIN) but that is not generally known for having a card program.

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

- Federal regulations limit the number of electronic, telephone and computer transfers from Money Market and/or Savings accounts. Transfers from a Regular Savings and/or Money Market account to another account, or to third parties, by pre-authorized, automatic, savings overdraft protection, telephone, or computer transfer or by draft, debit card or similar order are limited to six per statement cycle. Savings Account point-of-sale transactions are not permitted.

- When accessing a Money Market or Savings account, there is no limit to the number of transactions you may make each statement cycle using your VISA® Check Card in an ATM transaction. When you use your VISA® Check Card to purchase goods or services in a VISA® Check Card transaction, each transaction will count toward the maximum of six checks, debit card or other POS transactions that are allowed each statement cycle.

**ATM Deposit Transactions Subject to Verification and Collection.** Upon opening the ATM, all deposit transactions initiated through an ATM are subject to the Bank's verification and actual collection of any non-cash item. Any transaction involving an ATM other than at the office where your account is located is subject to receipt and verification by that office. Deposits made at an ATM may not be available for withdrawal at an ATM or otherwise, until verification and collection, with the exception of the first \$200. The availability of your deposit may be delayed if you are a new customer to the Bank, and you have a new account. An account is considered a new account for 30 days after the first deposit is made.

## DOCUMENTATION

**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 1-800-922-8742 to find out whether or not the deposit has been made.

**Preauthorized payments and Right to stop payment and procedure for doing so.** 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.) If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1-800-922-8742 or by writing us at the Direct Banking Center address, 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 may charge you a fee for each stop payment order you give. 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.

**ATM/Point-of-Sale statement and receipt** - You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less. For your protection, save the receipts you are given and check them monthly against each periodic statement you receive. **DO NOT leave your receipt at an ATM terminal.**

**Periodic Statement** - The Bank will provide a descriptive monthly statement for your Checking and Savings accounts. Each ATM/Point-of-Sale transaction and telephone transfer will be described providing date of use, location, and dollar amount.

## CONSUMER LIABILITY

A "consumer account" is one where the account holder is a natural person and the account is established primarily for personal, family or household purposes. Your liability for unauthorized transactions on consumer accounts can be limited.

Tell us AT ONCE if you believe your card or code has been lost or stolen, or 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 or code, you can lose no more than \$50.00 if someone used your card or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card or code, and we can prove we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as \$500.

Also, if your statement 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 with 60 days after the statement was mailed to you, 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 periods.

**Lost, Stolen, or Unauthorized Use.** If you believe your ATM Access Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call at once at 1-800-922-8742, or write us at Tri Counties Bank, Direct Banking, 63 Constitution Drive, Chico, CA 95973.

If you believe your VISA® Check Card and/or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call 1-800-667-9286.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

**Special Rules for VISA® Check Card.** For VISA® Check Card transactions, special lower liability limits apply for consumer accounts.

In a transaction where your VISA Check Card is processed through a system other than the VISA system, your liability for unauthorized use will not exceed \$50. This special \$50 liability limit will not apply if you do not tell us within 60 days after the statement was mailed (or, if you have agreed to electronic delivery, transmitted to you). In that case, 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.

In transactions processed through the VISA system (for example VISA Check Card transactions where no PIN is used or transactions through Interlink), you will have no liability for unauthorized transactions, (that is, your liability will not exceed zero dollars) if you report the unauthorized transaction to us. This special zero liability limit will not apply if we determine that you were grossly negligent or fraudulent in the handling of your account or Card.

Since your VISA® Check Card is not a credit card, if you have a dispute with the merchant regarding the quality, price warranty or otherwise regarding the goods or services you purchase with your card, you will have to settle your dispute with the merchant directly. We are not responsible for the merchant's actions, including any misrepresentations by the merchant or the merchant's refusal to accept your VISA® Check Card.

You should also call the number or write to the address listed above if you believe a transfer has been made using information from your check without your permission.

**FOREIGN TRANSACTIONS** - When you use your Visa®-branded debit card (Card) at a merchant that settles in currency other than US dollars, the currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by Visa from the range of rates available in wholesale currency market for the applicable central processing date, (which rate may vary from the rate Visa itself receives); or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date. Visa USA charges us a .8% International Service Assessment ("ISA") fee on all foreign transactions, regardless of whether the transaction involves a currency conversion. If a currency conversion is involved, the ISA fee is 1% of the transaction. In either case, the ISA fee that Visa USA charges us will be passed on to you. This fee will appear on your periodic statement.

#### **ERROR RESOLUTION NOTICE (FOR PERSONAL ACCOUNTS)**

In case of errors or questions about your electronic transfers, telephone us at 1-800-922-8742 or write us at Tri Counties Bank, Direct Banking Center, 63 Constitution Drive, Chico, CA 95973, 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 the Bank 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 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, we will credit your account within 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 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.

**Your Liability for Unauthorized EFT Transfers.** You can select your own Personal Identification Number (PIN) at any Tri Counties Bank office, so that you can use your Card at ATMs and POS terminals. It is your responsibility to keep your Card and your PIN secure. Here are some simple rules to help protect against unauthorized use of your Card:

- Do not write your PIN on your Card or any other material carried near or with your Card.
- Never tell anyone else your PIN(s).
- Never let anyone else use your Card.
- Never let anyone else watch you enter your PIN at an ATM or POS terminal.

For your safety, please remember the following tips when you use an ATM or POS terminal:

- Be aware of your surroundings, especially at night.
- Park near a well-lighted area.
- If you see anyone or anything suspicious, consider using another ATM or coming back later with a companion.
- When you receive your cash, pocket it immediately and count it later in a safe place.
- Promptly remove your card after completing transaction.

**The Bank's Liability for Failure to Make Transfers.** If the Bank does not complete a transfer to or from your account or in the correct amount according to the Bank's agreement with you, the Bank will be liable for your losses or damages. However, there are some exceptions.

The Bank will not be liable, for instance:

1. If, through no fault of the Bank, you do not have enough money in your account or available credit to complete the transaction.
2. If the ATM you are using does not have enough cash.
3. If the ATM is not working properly and you knew of the breakdown when you started the transaction.
4. If circumstances beyond the Bank's control (such as fire or flood) prevent the transaction from being completed, despite reasonable precautions that the Bank has taken.

5. If the Bank has been prohibited by law from allowing any withdrawals from your account.
6. If there is any other exception in this or any other agreement you have with the Bank.

**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, and/or government agencies; 3) if it is legally required or permitted in connection with fraud investigations and litigation; or 4) with your permission; or when necessary, in our opinion, to complete your transaction.

**Service Charges.** Generally, EFT transactions are subject to the same charges as are applicable to "regular" transactions on your account, such as when an overdraft is created or a transaction is dishonored due to insufficient funds. In addition, the following charges may apply:

1. Balance inquiry at an ATM other than the one maintained by Tri Counties Bank.
2. Per transaction charge for each transaction at an ATM other than one maintained by Tri Counties Bank.
3. Per transaction charge at a PayPoint POS terminal or at an independent POS terminal.
4. If you call the 24-Hour Telephone Banking Center for a telephone transfer credit to your checking account, there is no telephone transfer fee. If you call the Branch to request a telephone transfer you may be assessed a fee. Please refer to the Services and Fees booklet for details.

NOTE: Charges are determined by the service provider.

**Right to Revoke Card and/or Change the Terms and Conditions of your Account.** Subject to applicable law or regulation, the Bank may, at any time and without notice, cause, or liability to you, or in any way affecting your obligations to the Bank, revoke your Card, and you agree to surrender the Card upon the Bank's demand. The Bank may change the terms and conditions of this disclosure by mailing written notice of the change to your address as it appears on the Bank's records at least 21 days before the effective date of the change. However, prior notice need not be given when an immediate change in terms or conditions is necessary to maintain the security of your account.

## **ELECTRONIC FUND TRANSFERS DISCLOSURE AND AGREEMENT FOR BUSINESS CUSTOMERS**

The following concerns electronic fund transfers to or from any of your accounts maintained with Tri Counties Bank for business use. EFT service permits you or a third party acting on your behalf, including your employees, to deposit to or withdraw from your account without the need for a specific written instruction, such as a check or deposit slip, for each transaction. In those instances where a third person will be making deposits to or withdrawals from your account, the agreement you have with that third person will authorize the EFT activity on your account. The disclosures, which follow, will govern that activity.

Your use of a Tri Counties Bank Business ATM Card, Business Check Card, any other Card (hereafter referred to as "Card") issued by the Bank from time to time, is subject to the fees and terms of your checking and savings accounts as set forth in applicable provisions of this Agreement and in other related brochures and fee schedules which are available at any one of our branches.

As with consumer Cards, some ATM networks impose an additional transaction fee unrelated to our fees and charges which may be assessed to your account. Other electronic transactions initiated or otherwise authorized by you will be governed by the specific Agreement between us covering such transactions, including without limitation, the rules of the National Automated Clearing House Association (NACHA) whose rules may be amended from time to time by them.

**Activation and Access:** Any Business Card or PIN issued to or selected by you may access only specific business checking or business savings accounts. "Access" means using the Card and PIN to conduct a transaction or obtain information at any ATM, via personal computer, telephone system, or other means of electronic access.

**Type of Transfers and Limitations:** The Tri Counties Bank Business Card selected by you may not offer all of the electronic services available due to the type of access method you have chosen. All requests/applications for a Business Card are subject to Bank approval.

The number of transfers or withdrawals you may make from your account in any given month will be governed by the type of deposit account that you have. For restrictions or limitations that you have on your account, please refer to the disclosures and information you received when you established your account relationship. For security reasons, there may be limitations on the amount of cash withdrawals and the total number and dollar amount of purchases that you perform using your Business Card(s) during a 24-hour period. Daily limits are subject to change without prior notice.

Transactions using your Business Card(s) will be completed only if there are sufficient funds available in the corresponding account or another credit or overdraft facility.

**Unauthorized Transactions and Lost or Stolen Cards and/or PINs:** You understand you are wholly responsible for maintaining the security of your Business Card(s) and PINs and their use by you, your employees, or any other agents. You shall be liable for the acts of your employees and agents related to your Business Card(s), including Business Card applications and other service requests. If you provide another person with the means to access or perform transactions related to your account(s) using your Business Card(s), PINs, or any other access device, any resulting transactions will be treated as if they were performed and authorized by you. If you believe that an erroneous or unauthorized transaction has occurred using your Business Card(s), or if your Business Card has been lost or stolen, or if you want to cancel a Business Card issued to you or your employee or agent, or if you want to change your PIN, you must immediately telephone us at 1-800-922-8742 or visit your nearest Tri Counties Bank branch.

#### **NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS**

As with all financial transactions, please exercise discretion when using an automated teller machine (ATM) or night deposit facility. For your own safety, be careful. The following suggestions may be helpful.

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements you receive.
4. Don't lend your ATM or Check Card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.
6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM/Check Card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM/Check Card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM/Check Card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.

10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

## YOUR ABILITY TO WITHDRAW FUNDS

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

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

**For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays.** All over-the-counter deposits or ATM deposits to your Account which are received at a Tri Counties Bank office before the Branch’s established cutoff time, as posted on any *Business Day* will be considered deposited to your Account that day. All deposits received after the Bank’s established cutoff time, on any *Business Day* or at any time on a day which is not a *Business Day* will be considered deposited to your Account at the end of the next *Business Day*.

Cutoff time(s) vary by location and are posted in each office and on each Tri Counties Bank ATM. The earliest cutoff time for an office is 3:00 p.m. The cutoff time for all Tri Counties Bank ATM locations is 5 p.m.

### LONGER DELAYS MAY APPLY

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

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

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

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

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

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

### SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day’s total deposits of cashier’s, certified, teller’s, traveler’s, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over

\$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

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

## TRUTH-IN-SAVINGS DISCLOSURE

In addition to the following disclosures, you will receive a product brochure and the Services and Fees booklet. The minimum balance to open your account, minimum balance to avoid imposition of fees and product specific fees are disclosed in the Services and Fees booklet.

Truth in Savings disclosures do not apply to any other than Consumer accounts as defined by Regulation DD.

### MONEY SMART CHECKING

This is a non-interest bearing account. Please refer to the Service Fee schedule and product brochure for required balances and applicable fees.

### STUDENT SMART CHECKING

This is a non-interest bearing account. Please refer to the Service Fee schedule and product brochure for required balances and applicable fees.

**Transaction limitations - Checks are not provided for this account.** For your convenience, this account may be accessed by making over-the-counter in-branch withdrawals, or by using an ATM Access Card to make point-of-sale or other ATM transactions using your Personal Identification Number (PIN).

**This account is not eligible for *Overdraft Privilege or electronic bill pay services*.**

**Account fees** - Please refer to the Service Fee Schedule for additional fees and charges that may apply to this account.

**Other account requirements:** This account is eligible for students between the ages of 13 and 18 years of age. Students under the age of 18 must have a parent or guardian co-signer on the account. On or after the student's 18th birthday, the account will be converted to another checking account product type and the requirement of having a joint-signer on the account will no longer be applicable.

### SELECT CHECKING

This is a non-interest bearing account. Please refer to the Service Fee booklet and product brochure for required balances and applicable fees.

**Required Transaction Activities** - To waive the monthly maintenance fee ONE or more of the following activities must be accomplished during each "qualification cycle": A "Qualification cycle" means a period beginning one business day prior to the first day of the current statement cycle through one business day prior to the close of the current statement cycle.

- ✓ Direct Deposit(s) totaling \$500 or more must post and clear per qualification cycle.
- ✓ At least 6 Qualifying Point of Sale (POS) Transactions must post and clear per qualification cycle.
- ✓ Certain transaction fees of \$25 or more must post and clear per qualification cycle.

*These transaction items include: Stop Payments, Automated Clearing House (ACH) Return Items, NSF Checks/Overdrafts, Outgoing Wire Transfers & Legal Process.*

- ✓ Maintain minimum balance of \$500

### PLUS CHECKING

**Rate Information** - This is a multi-tiered variable rate account. That means that we will apply a different interest rate and annual percentage yield ("APY") to your account based on certain "required transaction activities" and balance tiers.

At our discretion, we may change the interest rate for your account at any time, including as often as daily.

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

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

**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 collected balance in the account each day.

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

**Minimum balance/fees** - Refer to the product brochure and Service Fee Schedule for required balances and applicable fees.

**Minimum Balance to Obtain the Annual Percentage Yield Disclosed** - If monthly requirements are not met, we will pay not less than the minimum rate on your account as disclosed below.

**Account Eligibility Requirements** - To be eligible for this account you:

- ✓ Must have a valid email address, and receive your statements electronically each month using a Tri Counties Bank online banking venue. We reserve the right to change your account type if through one account cycle we do not have a valid email address.

**Required Transaction Activities** - To earn the higher rates of interest, ATM refunds and waive the monthly maintenance fee the following activities must be accomplished during each "qualification cycle": "Qualification cycle" means a period beginning one business day prior to the first day of the current statement cycle through one business day prior to the close of the current statement cycle.

- ✓ At least 12 Qualifying Point of Sale (POS) Transactions must post and clear and
- ✓ At least 1 Automated Clearing House (ACH) electronic credit or debit must post and clear per qualification cycle.

(Example: Direct Deposit or Electronic Bill Payment).

**If you have met your eligibility requirements for the month, we will refund domestic ATM fees up to \$5 per transaction and \$20 per qualification cycle.** *Note: There is no refund if eligibility requirements have not been met.*

## INTEREST CHECKING

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

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

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

**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 collected balance in the account each day.

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

**Minimum balance/fees** - Refer to the Services and Fees booklet for required balances and applicable fees.

## LEISURE LINE CHECKING

This checking account is designed for customers 50 years of age and older.

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

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

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

**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 collected balance in the account each day.

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

**Minimum balance/fees** - Refer to the Services and Fees booklet for required balances and applicable fees.

## LINKED SAVINGS

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

**Compounding and crediting frequency** - Interest will be compounded monthly and will be credited to your account monthly.

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

**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 no later than the business day we receive credit for the deposit of noncash items (for example, checks).

### Transaction limitations:

Transfers from a Money Market or Savings account to another account or to third parties by preauthorized, automatic, savings overdraft protection, telephone, point-of-sale (POS) transactions or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account if you are not eligible for an interest-bearing demand deposit account.

**Minimum balance/fees - Your account will be charged per overdraft protection transfer to your checking account.** Refer to the Service Fee Schedule and product brochure for required balances and applicable fees.

## TIERED-RATE SAVINGS (CONSUMER AND BUSINESS)

**Rate Information** - This is a multi-tier variable rate account. That means that we will apply a different interest rate and annual percentage yield to your account based on the minimum balance that you maintain in your account. The interest rate and annual percentage yield ("APY") may change as often as daily in our discretion.

**Compounding and crediting frequency** - Interest will be compounded daily and will be credited to your account monthly.

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

**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 no later than the business day we receive credit for the deposit of noncash items (for example, checks).

**Transaction limitations:**

Transfers from a Savings account to another account or to third parties by preauthorized, automatic, savings overdraft protection, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account if you are not eligible for an interest-bearing demand deposit account. Savings Account point-of-sale ("POS") transactions are not permitted.

**Minimum balance/fees** - Refer to the Savings and Investment Plans brochure and the Service Fee Schedule for required balances and applicable fees.

**CHRISTMAS SAVINGS**

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

**Compounding and crediting frequency** - Interest will be compounded every day. Interest will be credited to your account annually.

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

**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 collected balance in the account each day.

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

**Transaction limitations:**

If any withdrawal is made from this account before November 1st then this account may be closed. An early closure fee will be charged. See Service Fee Schedule.

**INDIVIDUAL RETIREMENT ACCOUNTS (IRA)/SAVINGS**

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

**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 not receive the accrued interest.

**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 collected balance in the account each day.

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

**Transaction limitations:**

You may not make any transfers from this account to another account of yours or to third parties by preauthorized, automatic, or telephone transfer or similar order to third parties.

**Minimum balance/fees** - Refer to the Service Fee Schedule for required balances and applicable fees.

**Mandatory distributions** - Once you have reached the age for mandatory distributions as required by government regulation, Tri Counties Bank is not obligated nor required to withdraw any of the

mandatory distributions from your retirement account without your instructions to do so. Unless you contact us and provide us with specific written authorization indicating the amount that should be sent to you, we will not forward the required distribution to you automatically.

### **MONEY MARKET ACCOUNTS (CONSUMER AND BUSINESS)**

**(including Premier Money Market Account types)**

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

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

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

**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 collected balance in the account each day.

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

#### **Transaction limitations:**

Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, savings overdraft protection, telephone, point-of-sale ("POS") transactions or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account if you are not eligible for an interest-bearing demand deposit account.

**Minimum balance/fees** - Refer to the product brochure and Service Fee Schedule for required balances and applicable fees.

### **HIGH YIELD MONEY MARKET ACCOUNT (CONSUMER AND BUSINESS)**

**Rate Information** - This is a variable rate account. The interest rate and annual percentage yield may change as often as daily at our discretion.

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

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

**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 collected balance in the account each day. NOTE: Interest will not be earned on any day that does not meet the minimum daily balance requirement.

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

#### **Transaction limitations:**

Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, savings overdraft protection, telephone, point-of-sale ("POS") transactions or computer transfer or by check, draft, or similar order to third parties are limited to six per statement cycle. If you exceed these transfer limits, we may close the account, impose a fee and/or change the account to a non-interest bearing demand deposit account if you are not eligible for an interest-bearing demand deposit account.

**Minimum balance/fees** - Refer to the product brochure and Service Fee Schedule for required balances and applicable fees.

## TIME DEPOSIT CERTIFICATE OF DEPOSIT (Including Retirement Certificate of Deposit)

**Rate Information** - The interest rate on your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%. The annual percentage yield may change if you exercise your “bump” rate feature (if applicable) as described below. The interest rate will stay the same as the opening/renewal rate until maturity unless a “bump rate” and/or “add-on” feature is exercised as described below.

**Compounding frequency** - Interest will be compounded every day.

**Crediting frequency** - Interest will be credited to your account every \_\_\_\_\_ (monthly, quarterly, at maturity) or at least annually.

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

**Daily balance computation method** - We use the daily collected balance method to calculate the interest on your account. This method applies a daily periodic rate to the collected balance in the account each day. You must maintain a minimum daily collected balance of at least \$\_\_\_\_\_ to obtain the disclosed annual percentage yield.

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

### Transaction limitations:

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

The minimum addition is \$\_\_\_\_\_.

- There are no maximum additions (deposits).
- There may be limitations on the frequency or timing of additional deposits, particularly if an “add-on” feature is exercised.
- Interest rate will stay the same as opening/renewal rate until maturity unless a “bump-rate” feature is exercised.

You may make withdrawals of principal from your account before maturity, however the Bank has certain rights under the law to limit withdrawals under certain circumstances. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

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

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

**Product Information.** If your Certificate of Deposit receipt so indicates, you may be entitled to two special opportunities. They are described for you as follows:

**“Bump-rate” feature** - During the term of your Certificate of Deposit (hereafter referred to as “CD”), if applicable and indicated on your CD receipt, you will have a one-time opportunity to “bump” the interest rate. See “rate information” above for details.

**“Add-on” feature.** *At the same time you have exercised your option to “bump” your rate, if applicable, you may also be permitted to make a one-time additional deposit to your CD.*

**Note: You must initiate the opportunities referenced above by visiting a Tri Counties Bank branch in person.** Please call us from time to time for the rates currently in effect. The Bank is not responsible for initiating any marketing calls on your behalf or for arbitrarily increasing your rate.

**Exercising the Bump-Rate Feature.** After your CD has been opened a minimum of \_\_\_\_\_ months, you may be permitted to increase the rate of interest being accrued on the *entire principal balance* of your CD to the current CD rates being published and paid by the Bank for CDs matching the type, term, and balance requirements as your original CD. This bump-rate feature may be exercised only once during the term, and must occur at least six (6) days prior to the maturity date. The increase to

your interest rate will become effective as of the date of your request and will continue until the end of your term (maturity date). The new increased rate may not be bumped to a promotional rate made available in other special offers.

**Exercising the Add-On feature.** At the time you exercise your bump-rate option, you may make one additional deposit into your account. The minimum additional deposit is \$\_\_\_\_\_. The additional deposit to your CD will assume the current maturity date and will remain at the new increased rate for the remainder of the current term disclosed to you on your new CD receipt. Aside from this one-time deposit, you may not make deposits during the term of this account.

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

- **If your account has an original maturity of 7 - 30 days:**  
The fee we may impose is the greater of the interest earned, or that could have been earned, during the term.
- **If your account has an original maturity of 31 - 90 days:**  
The fee we may impose will equal one month's interest earned or that could have been earned on the amount withdrawn subject to penalty.
- **If your account has an original maturity of 91 - 365 days:**  
The fee we may impose will equal three months' interest earned or that could have been earned on the amount withdrawn subject to penalty.
- **If your account has an original maturity of 13 - 24 months:**  
The fee we may impose will equal six months' interest earned or that could have been earned on the amount withdrawn subject to penalty.
- **If your account has an original maturity of greater than 24 months:**  
The fee we may impose will equal twelve months' interest earned or that could have been earned on the amount withdrawn subject to penalty.

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

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

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

Each renewal term will be the same as the original term, beginning on the maturity date, unless such term is no longer offered by the Bank at maturity, in which case the renewal term will be a term closest to the original term as offered on standard certificates of deposit. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

You will have ten calendar days after maturity to withdraw the funds without a penalty, except for 7 - 31 day CDs, for which you will have one calendar day after maturity to withdraw the funds without a penalty.

If you close or withdraw funds during the grace period no interest will be earned during that period.

**Non-automatically renewable time account** - This account will not automatically renew at maturity. If you do not renew the account, interest will not accrue after maturity.

**Terms of Certificate Control** - In the event there is a discrepancy between the interest rate and term set forth above in this Disclosure and your Certificate of Deposit, the terms of your Certificate of Deposit shall control.

Due to document destruction schedules observed by us, all claims for payment on Certificates of Deposit must be received by us not later than six (6) years after the original issue date of the Certificate of Deposit, or such claims are waived and will thereafter be unenforceable against us, irrespective of the basis on which such claim(s) are made.

## **COMMON FEATURES**

Please refer to the product brochure and Service Fee Schedule for required balances and applicable fees.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit, or from any other savings account as defined by Regulation D.

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.

## YOUR ACCOUNT

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

### MONEY SMART CHECKING

### STUDENT SMART CHECKING

### SELECT CHECKING

### PLUS CHECKING

#### Rate Information:

When the Plus Checking Account eligibility requirements are **NOT** met, regardless of any balances you have maintained in the account,

- The interest rate on your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

When the Plus Checking Account eligibility requirements **ARE** met, the interest rate and corresponding APY on your account will be as follows:

- An interest rate of \_\_\_\_\_% will be paid only for that portion of your daily balance that is greater than \$25,000. The annual percentage yield for this tier will range from \_\_\_\_\_% to \_\_\_\_\_%, depending on the balance in the account.
- If your daily balance is \$25,000 or less, the interest rate paid on the entire balance will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

### INTEREST CHECKING

#### Rate Information:

The interest rate for your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

### LEISURE LINE CHECKING

#### Rate Information:

- Tier 1** - If your daily balance is \$1,000.00 or more, but less than \$2,500.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- Tier 2** - If your daily balance is \$2,500.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

### LINKED SAVINGS

#### Rate Information:

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

### TIERED-RATE SAVINGS (CONSUMER AND BUSINESS)

#### 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 \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- Tier 2** - If your daily balance is \$1,000.00 or more, but less than \$2,500.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- Tier 3** - If your daily balance is \$2,500.00 or more, but less than \$5,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

- **Tier 4** - If your daily balance is \$5,000.00 or more, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 5** - If your daily balance is \$10,000.00 or more, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 6** - If your daily balance is \$25,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**☐ CHRISTMAS SAVINGS**

**Rate Information:**

The interest rate for your account is \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**☐ INDIVIDUAL RETIREMENT ACCOUNTS (IRA)/SAVINGS**

**Rate Information:**

- **Tier 1 - Regular:** If your daily balance is more than \$249.99, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2 - Plus:** If your daily balance is more than \$9,999.99, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 3 - Premium:** If your daily balance is \$50,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**☐ MONEY MARKET ACCOUNTS (CONSUMER AND BUSINESS)**

**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 \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is \$2,500.00 or more, but less than \$10,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 3** - If your daily balance is \$10,000.00 or more, but less than \$25,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 4** - If your daily balance is \$25,000.00 or more, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 5** - If your daily balance is \$50,000.00 or more, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 6** - If your daily balance is \$100,000.00 or more, but less than \$250,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 7** - If your daily balance is \$250,000.00 or more, but less than \$500,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 8** - If your daily balance is \$500,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

## □ PREMIER MONEY MARKET ACCOUNT (CONSUMER AND BUSINESS)

### Rate Information:

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

## □ HIGH YIELD MONEY MARKET ACCOUNT (CONSUMER AND BUSINESS)

### Rate Information:

- **Tier 1** - If your daily balance is \$25,000.00 or more, but less than \$50,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 2** - If your daily balance is \$50,000.00 or more, but less than \$100,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 3** - If your daily balance is \$100,000.00 or more, but less than \$250,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 4** - If your daily balance is \$250,000.00 or more, but less than \$500,000.00, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.
- **Tier 5** - If your daily balance is \$500,000.00 or more, the interest rate paid on the entire balance in your account will be \_\_\_\_\_% with an annual percentage yield of \_\_\_\_\_%.

**Interest will not be earned on any day that does not meet the \$25,000.00 minimum daily balance requirement.**

## □ \_\_\_\_\_ TIME DEPOSIT CERTIFICATE OF DEPOSIT

**To learn the interest rate and annual percentage yield for your account, please refer to the Time Deposit Certificate of Deposit Receipt that was given to you at account opening, or call 1-800-922-8742.**

## **Our Green Mission Statement:**



Tri Counties Bank is committed to significantly reducing the environmental footprint of our business and becoming a community leader in sustainability by:

- ▶ finding eco-friendly solutions
- ▶ innovating and facilitating green business practices
- ▶ educating and encouraging our employees, customers and vendors to practice green behaviors
- ▶ leading by example

This booklet is printed on paper products from a certified source under the Sustainable Forestry Initiative program. More information can be found at [www.sfiprogram.org](http://www.sfiprogram.org).

# We're here for you

Whether you have questions about your account or need help making a transaction, we're here to serve you. With real people ready to help. Contact us in the way that's most convenient for you.

The Tri Counties Bank Telephone Banking Center provides banking services and support day or night from the convenience of your home or office.

**Automated Customer Service Line ..... (800) 922-8742**

Available 24 hours a day, 7 days a week. You may also speak to a banker from 7:00 a.m. until 8:00 p.m. Monday through Friday, Saturday 9:00 a.m. - 7:00 p.m. and Sunday 11:00 a.m. - 5:00 p.m.

**Tri Counties Bank Online ..... [www.tricountiesbank.com](http://www.tricountiesbank.com)**

**Para Español (Spanish Speaking Customers) ... (800) 922-8742**

**Investment Services ..... (866) 822-4753**

NA-12 (Rev 5/12)

Tri Counties Bank

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