



CONSUMER DISCLOSURES

Branch Locations:

Brookfield | Germantown | Glendale | Grafton | Hartford | Hartland
Menomonee Falls | Mequon | Milwaukee | Oconomowoc | West Bend

How to Contact us:

Address:

Bank Five Nine
PO Box 1004
155 W Wisconsin Avenue
Oconomowoc, WI 53066-6004

Phone Numbers:

Toll Free:	(888) 569-9909
24-Hr Telephone Banking:	(888) 569-5066
Debit Card Outside of the US, call collect:	(636) 722-7111
Debit Card after Bank Hours:	(800) 472-3272

Email us at info@bankfivenine.com (do not include account numbers.)

Chat us at [bankfivenine.com](https://www.bankfivenine.com)

List of Disclosures:

- Privacy Notice
- Account Terms and Conditions
- Funds Availability
- Discretionary Overdraft Privilege Service (ODP)
- Electronic Funds Transfer(s)
- Debit Card Agreement and Debit Card Protection Notice
- Fee Schedule

FACTS

WHAT DOES BANK FIVE NINE DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and checking account information
- Account balances and payment history
- Credit history and credit scores

When you are no longer our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Bank Five Nine chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Bank Five Nine share?	Can you limit this sharing?
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For our everyday business purposes—
such as to process your transactions,
maintain your account(s), respond to court
orders and legal investigations, or report to
credit bureaus

Yes

No

For our marketing purposes—
to offer our products and services to you

Yes

Yes

**For joint marketing with other financial
companies**

Yes

No

**For our affiliates' everyday business
purposes—**
information about your transactions and
experiences

Yes

No

**For our affiliates' everyday business
purposes—**
information about your creditworthiness

No

We don't share

For affiliates to market to you

No

We don't share

For nonaffiliates to market to you

No

We don't share

Questions?

Call (888) 569-9909 or go to bankfivenine.com

What we do

How does Bank Five Nine protect my personal information?

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Bank Five Nine collect my personal information?

We collect your personal information, for example, when you

- open an account or make a wire transfer
- pay your bills or apply for a loan
- use your credit or debit card

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- Our affiliates include our holding company Oconomowoc Bancshares, Inc.

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Bank Five Nine does not share with nonaffiliates so they can market to you

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Five Nine Wealth Management

Other important information

None

ACCOUNT TERMS AND CONDITIONS

Agreement: This document, along with any other documents we give you pertaining to your account(s), is a contract (also referred to as "this agreement") that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you open the account (whether in-person, electronically, or by any other method permitted by us) or continue to use the account after receiving a notice of change or amendment, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this agreement. If you have any questions, please ask us.

This agreement is subject to applicable federal laws, the laws of the state of Wisconsin, clearing house rules, ACH rules and other applicable rules and general bank practices such as operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). For deposit accounts opened over the Internet, applicable Wisconsin law will govern to the extent not superseded by federal law. If these rules conflict at any time with the applicable federal or state law or regulation, the rules will be considered changed to the extent necessary to comply. The Bank's failure to enforce these rules or waiver of any of the provisions of these rules in any instance will not prevent the Bank from enforcing these rules at any other time. The body of state and federal law governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- summarize some laws that apply to common transactions;
- establish rules to cover transactions or events which the law does not regulate;
- establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
- give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this agreement 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 agreement should be construed so the singular includes the plural and the plural includes the singular.

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as an agent. A beneficiary of a P.O.D. account is a party only after the account becomes payable to them by reason of their surviving the original payee. A minor may be a party to an account, subject to withdrawal restrictions of Wisconsin law. Unless the context indicates otherwise, "party" includes a guardian, conservator, personal representative, or assignee, including an attaching creditor, of a party.

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

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

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

Deposits: We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business

day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorser to verify or guarantee their endorsements, or endorse in our presence.

Withdrawals:

Important Terms for Accounts Where More Than One Person Can Withdraw . Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

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

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

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

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

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

Ownership of Account and Beneficiary Designation: These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. 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.

Single-Party Account. Such an account is owned by one party.

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

Single Account or Joint Survivorship Account with P.O.D. Beneficiaries. Pay-on-death beneficiaries acquire the right to withdraw only if: (1) all parties creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating this account type reserve the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop payment order must precisely identify the number, date, and amount of the item, and the payee.

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

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

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

Amendments and Termination: We may amend or delete any term of this agreement. We may also add new terms to this agreement. In addition, we may suspend, modify, convert, or terminate a service, convert this account to another account type, or close this account for any reason. For any of these types of changes, we will give you reasonable notice in writing by any reasonable method including by mail, by any electronic communication method to which you have agreed, on or with a periodic statement, or through any other method permitted by law. If we close the account, we will tender the account balance to you or your agent personally, by mail, or by another agreed upon method.

Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change becomes effective. For instance, if we suspect fraudulent activity with respect to your account, and if we deem it appropriate under the circumstances and necessary to prevent further fraud, we might immediately freeze or close your account and then give you notice.

Unless otherwise indicated in the notice of change, if we have notified you of a change to your account, and you continue to have your account after the effective date of the change, you have accepted and agreed to the new or modified terms. You should review any change in terms notice carefully as the notice will provide important information of which you may need to be aware.

We reserve the right to waive any term of this agreement. However, such waiver shall not affect our right to enforce the term at a later date.

If you request that we close your account, you are responsible for leaving enough money in the account to cover any outstanding items or transactions to be paid from the account. Once any outstanding items or transactions are paid, we will close the account and tender the account balance, if any, to you or your agent personally, by mail, or by another agreed upon method.

Any items and transactions presented for payment after the account is closed may be dishonored. Any deposits we receive after the account is closed may be returned. We will not be liable for any damages for not honoring any such debits or deposits received after the account is closed.

Note: Rules governing changes in interest rates are provided separately in the Consumer Truth-in-Savings disclosure, Business Account Disclosure, or in another document. In addition, for changes governed by a specific law or regulation, we will follow the specific timing and format notice requirements of those laws or regulations.

Correction of Clerical Errors: Unless otherwise prohibited by law, you agree, if determined necessary in our reasonable discretion, to allow us to correct clerical errors, such as obtaining your missing signature, on any account documents or disclosures that are part of our agreement with you. For errors on your periodic statement, please refer to the Statements section.

Notices: Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive any notice in time to have a reasonable opportunity to act on it. If a notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Notice we give you via the United States Mail is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we currently have on file. Notice we give you through your email of record, or other electronic method to which you agreed, will be treated as delivered to you when sent. Notice to any of you is notice to all of you.

Statements:

Your Duty to Report Unauthorized Signatures (Including Forgeries and Counterfeit Checks) and Alterations on Checks and Other Items. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures (including forgeries and counterfeit checks) or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures or alterations in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60 day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

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

Reimbursement of Federal Benefit Payments: If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

Set-Off: We may (without prior notice and when permitted by law) set-off the funds in this account against any due and payable debt any of you owe us now or in the future. If a joint or P.O.D. account requires the signatures of all of the parties for purposes of withdrawal then the account shall be subject to set-off to the extent of the net contributions of the debtor party to the account. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

Changes in Name and Contact Information: You are responsible for notifying us of any change in your name, address, or other information we use to communicate with you. Unless we agree otherwise, notice of such a change must be made in writing. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent information you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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

Endorsements: We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

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

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

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

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

Check Cashing: We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

Truncation, Substitute Checks, and Other Check Images: If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

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

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

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

Payment Order of Items: The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. We post all credit transactions, such as deposits, to your account before we pay any other items. Electronic debit presentments will post prior to paper items, unless the paper items are presented for cash or deposit at a Bank Five Nine location. Paper items to your checking or money market account will post by transaction type in low to high check number order. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. Our payment policy minimizes the number of items that may result in an NSF fee. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item. The amounts of the NSF fees are disclosed elsewhere. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

Account Security. Your Duty to Protect Account Information and Methods of Access. Our policy may require methods of verifying your identity before providing you with a service or allowing you access to your account. We can decide what identification is reasonable under the circumstances. For example, process and identification requirements may vary depending on whether they are online or in person. Identification may be documentary or physical and may include collecting a fingerprint, voiceprint, or other biometric information.

It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your accounts. You should also safeguard your username, password, and other access and identifying information when accessing your account through a computer or other electronic, audio, or mobile device or technology. If you give anyone authority to access the account on your behalf, you

should exercise caution and ensure the trustworthiness of that agent. Do not discuss, compare, or share information about your account numbers with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device or information and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized. Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

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

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

To provide you with the best possible service in our ongoing business relationship for your account, we may need to contact you about your account from time to time by telephone, text messaging, or email. In contacting you about your account, we may use any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

You acknowledge that the number we use to contact you may be assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service, or any other service for which you may be charged for the call. You acknowledge that we may contact you by voice, voicemail, or text messaging. You further acknowledge that we may use pre-recorded voice messages, artificial voice messages, or automatic telephone dialing systems.

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

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

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

Specific to Consumer Accounts Only

Authorized Agent: An authorized agent is a person who by the terms of the account, has a present right, subject to request, to payment from the account on behalf of all of the parties to the account. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the agency, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an agent.

For accounts owned by a single individual, the owner may terminate the agency at any time, and the agency is automatically terminated by the death of the owner.

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the

authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

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

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

Credit Verification: You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

Legal Actions Affecting Your Account: If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action as required by applicable law. However, nothing in this agreement shall be construed as a waiver of any rights you may have under applicable law with regards to such legal action. Subject to applicable law, we may, in our sole discretion, choose to freeze the assets in the account and not allow any payments or transfers out of the account, or take other action as may be appropriate under the circumstances, until there is a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action and applicable law. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees, and our internal expenses) may be charged against your account, unless otherwise prohibited by applicable law. The list of fees applicable to your account(s) - provided elsewhere - may specify additional fees that we may charge for responding to certain legal actions.

Instructions From You: Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission, email, voicemail, or phone call to a facsimile number, email address, or phone number not designated by us for a particular purpose or for a purpose that is unrelated to the request or instruction.

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

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

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

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

credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

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

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

Duty to Notify if Statement Not Received. You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft. Absent a lack of ordinary care by us, a failure to receive your statement in a timely manner does not extend the time you have to conduct your review under this agreement.

Specific to Business Accounts Only

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of change from the governing body of the entity.

FUNDS AVAILABILITY-Initial Disclosure Statement of Your Ability to Withdraw Funds from Bank Five Nine

General Policy: Bank Five Nine ("we", "us", and "our") will make funds from your deposit 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 the funds in cash and we will use the funds to pay checks you have written.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and Federal Holidays.

Longer Delays May Apply: In some cases, we may not make all of the funds you deposit by check available to you on the first business day after your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$225.00 of your deposit 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 after the day we receive your deposit, 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 first business 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. In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposited will not be paid
- You deposit checks totaling more than \$5,525.00 on any one day
- You redeposit a check that has been previously 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 to you 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 may apply during the first 30 days your account is open: Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525.00 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525.00 may not be available until the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525.00 may not be available until the second business day after the day of your deposit.

Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

DISCRETIONARY OVERDRAFT PRIVILEGE SERVICE (ODP)

How Do We Post Items Each Business Day: We post all credit transactions, such as deposits, to your account before we pay any other items. Electronic presentments will post prior to paper items, unless the paper items are presented for cash or deposit at a Bank Five Nine location. Paper items posting to your checking or money market account will post by transaction type in low to high check number order.

What Is An Overdraft? An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it as a courtesy to you, our customer. A non-sufficient funds (negative) balance may result from: A) The payment of checks, electronic funds transfers, or other withdrawal requests; B) The return, unpaid, of items deposited by you; C) Our Fees/Charges; D) The deposit of items which according to our Funds Availability Policy, are treated as not yet "available" or finally paid; E) Transactions not being processed in the order in which they are received by the Bank based on our posting order as disclosed in your account agreement.

Overdrafts should never be used to finance ordinary or routine expenses. The Bank may monitor usage and reserves the right not to pay items presented on accounts where use of the discretionary** privilege has been excessive. Sound budgeting and a personal financial management plan may help to minimize your use of our Overdraft Privilege Service (ODP). If you feel at any time you need help with your financial obligations please contact a Bank Representative at (888)569-9909 or write us at 155 W. Wisconsin Ave., PO Box 1004, Oconomowoc, WI 53066-6004.

What Fees Will I Be Charged If Bank Five Nine Pays My Overdraft?

- We will charge you a Non-Sufficient Funds (NSF) fee of up to \$30.00 each time we pay an overdraft
- There is a limit on the total NSF fees we charge you of \$180.00 per day

All fees and charges including (with daily limitations as outlined in our fee and charge schedule) our non-sufficient funds/overdraft fees will be included in this limit, and will apply to any transaction that may overdraw your account.

We Can Pay Your Overdrafts Using Two Different Methods:

1. We have standard overdraft practices which are defined in this document
2. We offer other options which may be less expensive than our standard overdraft practices

Method #1: Standard overdraft practices that come with your account

We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Whether your overdrafts will be paid or not is at our sole discretion and we reserve the right not to pay. For example, we typically do not pay overdrafts if your account is not in good standing as described above, or if you have too many overdrafts. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account is in good standing, which includes at least: (A) Continuing to make deposits consistent with your past practices, (B) You are not in default on any loan obligation to us, (C) You bring your account to a positive balance (not overdrawn) at least once every thirty days, and (D) Your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts.

We may refuse to pay an overdraft at any time, even if your account is in good standing and we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, **we have no obligation to notify you before we pay or return an item.** We reserve the right to require you to pay your outstanding overdraft (negative) balance, including our fees, immediately or on demand. If there is an overdraft paid by us on an account with more than one owner on the signature card, each owner, and agent if applicable presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our fees and charge(s).

This DISCRETIONARY** service is available only to eligible accounts and transactions as defined below and will generally be limited to one of the following:

- \$400.00 overdraft balance for Consumer Checking Accounts, and
- \$600.00 for Basic Business Checking Accounts.

Eligible Transaction Types: Each transaction/item presented for payment against your eligible account may be processed by us using your assigned ODP limit, including without limitation, checks, ACH, electronic activity at our ATM machines or foreign ATM machines*, debit card*, ATM Card*, internet or online bill payment, and telephone banking transactions.

Ineligible Accounts & Limitations: Available only for eligible checking accounts that are maintained in good standing as defined above. Savings Accounts, Money Market Accounts, Certain Trust Accounts, Minor Accounts (not of legal age) and Zero Balance Sweep accounts are not eligible for this service. We may, in our sole option and discretion, limit the number of your accounts eligible for ODP to one account per household and/or one account per taxpayer identification number.

Method #2: Options which may be less expensive than our standard overdraft practices

You may apply for overdraft protection from an established line of credit account and/or set up a funds transfer from a designated deposit account. If you qualify for these services, you may save money on fees/charges you pay us for overdraft items. Contact the Bank if you are interested in obtaining more information about these services. We appreciate your business and we are committed to providing you with alternative and cost effective products and services.

If you have Overdraft Protection services in place, the Bank will pay items first against the authorized deposit account you have designated and second, consider payment of these items purely as a discretionary courtesy.

Other Important Information:

Important Information about Balance Inquiries: When making a balance inquiry at a Bank Five Nine ATM or by phone or internet banking, your balance provided will not reflect an ODP amount which may on a discretionary basis be used to pay withdrawals. You may have the ability to withdraw or transfer any portion of your ODP limit*. This may create an overdraft in your account. We will charge our normal NSF fee for each NSF item that we approve for you*.

Important Information about In Person Withdrawals: Our Customer Service Representatives may discreetly point out that a transaction at the CSR window may create an overdraft if they are aware of it, to give you the choice about how you would like to proceed. Whenever you are unsure about your available balance it is best to first speak to one of our CSRs or Personal Bankers prior to conducting the transaction.

Important Information about Recurring Payments: If you have made recurring payment arrangements to pay us, we will not overdraw your account using ODP, which would create an overdraft in your account, in order to make these payments to ourselves. Instead, your loan or other payment(s) will remain unpaid until you make a deposit sufficient to cover the payment amount agreed upon or you will need to make arrangements to make these payments. We will not charge an NSF fee for denying payments to ourselves.

Opt Out:

You may choose at any time not to participate in the Overdraft Privilege Service (ODP) program by notifying us in writing, by phone, by chat or in person. You have no obligation to participate in our ODP program. If you do not use the service it costs you nothing. Generally, it is better – and less expensive – for you if we honor your occasional overdrafts than if we deny or return your NSF items unpaid. If you do not want us to consider payment of your occasional overdrafts, it will be our normal practice to deny authorizing or paying any of these items for you. This may cause you additional expense and embarrassment. **If you do not want the service, all you need to do is contact one of our Personal Bankers** at (888)569-9909 or chat us at bankfivenine.com. You understand however, that even though we will mark your account records to indicate you do not want us to authorize/pay any NSF transactions you initiate using our ODP Service, we cannot guarantee that we will never exercise our discretion to authorize or pay a transaction you have initiated and for which you do not have sufficient collected funds (of your own money). You understand that we may authorize/pay one or more of your NSF items in error or inadvertently. This does not opt you in or out to the paying of everyday debit card transactions or ATM transactions that may overdraw your account.

You should also notify any joint account holder that you have elected to Opt Out from this service, as this may cause additional expense and embarrassment for the joint account holder; unless you have made other arrangements with us for overdraft protection services.

**If you have opted out of the payment of ATM and everyday debit card transactions we will not authorize the payment of these items beyond the collected balance in your account at the time of the authorization, nor will you be charged any fees in connection with the payment of these items if they should overdraw your account.*

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

ELECTRONIC FUND TRANSFER(S)-Your Rights and Responsibilities

This agreement provides the terms and conditions that governs electronic funds transfers for consumer accounts opened at Bank Five Nine. The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Business days are defined as every day except Saturdays, Sundays and Federal Holidays. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

Types of Transfers and Dollar Limitations:

(a) Prearranged Transfers.

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings account(s).
- Any Preauthorized Electronic Fund Transfer

(b) Electronic Telephone Transfers. You are automatically enrolled to access your account(s) by telephone at (888) 569-5066 using a touch tone phone, your account numbers, and personal identification number (PIN) to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information

(c) Automated Teller Machine (ATM) Transfers. You may access your account(s) by ATM using your Debit or ATM Card and PIN to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts; you may withdraw no more than \$515.00 in total combined between checking and savings per 24-hour period
- Get cash withdrawals from savings accounts; you may withdraw no more than \$515.00 in total combined between checking and savings per 24-hour period
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information

(d) Point-Of-Sale Transactions. Using your card:

- You may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not exceed more than \$2,000.00 in transactions per 24-hour period.

(e) Computer Transfers. You may access your account(s) by computer by entering your access ID and using your password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking

- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information

(f) Mobile Banking Transfers. You may access your account(s) by using a web-enabled cell phone by downloading the app or web link and using your password to:

- Transfer funds from checking to savings
- Transfer funds from savings to checking
- Transfer funds from checking to checking
- Transfer funds from savings to savings
- Make payments from checking to loan accounts with us
- Make payments from savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information

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

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

- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

Fees: We do not charge for Electronic Fund Transfers.

(a) 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).

(b) International Debit Card Transaction. An international transaction is a transaction where the country of the merchant is outside the USA. Mastercard charges an international debit card transaction fee of approximately 0.9% of the transaction amount in US Dollars. Certain transactions that are processed in foreign currency may be subject to an additional fee of 0.2% of the transaction amount. In either case, we pass this international transaction fee on to you. Mastercard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate, selected by Mastercard, and that the government-mandated exchange rate or wholesale exchange rate that Mastercard uses for a particular Transaction is the rate Mastercard selects for the applicable currency on date that the Transaction is processed (the Central Site Business Date), which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the Cardholder's Account.

Documentation:

(a) Terminal Transfers. You can get a receipt at the time you make a transfer to or from your account using an automated teller machine. You may not get a receipt if the amount of the transfer is \$15.00 or less.

(b) Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at (888) 569-9909 or chat us at bankfivenine.com to find out whether or not the deposit has been made.

(c) In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

Preauthorized Payments:

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

- Call us at (888) 569-9909, email info@bankfivenine.com (do not include account numbers), chat us at bankfivenine.com or write to Customer Service at Bank Five Nine, PO Box 1004, Oconomowoc, WI 53066-6004, 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.
- Charges for Stopping Payment: If you submit an oral or written stop payment request for a preauthorized payment, we will charge you for each such stop payment order, the charge for stopping payment identified in our current fee schedule accompanying this Agreement as may be amended periodically.

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

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

Financial Institution's Liability:

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

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

Confidentiality:

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

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

Unauthorized Transfers:

(a) Consumer Liability. Tell us AT ONCE if you believe your card and/or PIN 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.

Timely notice given. If the consumer notifies the financial institution within two business days after learning of the loss of theft of the access device, the consumer's liability shall be the lesser of \$50 or the amount of unauthorized transfers that occur before notice to the financial institution.

Timely notice not given. If the customer fails to notify the financial institution within two business days after learning of the loss of theft of the access device, the consumer's liability shall be the lesser of \$500 or the sum of:

- \$50 of the amount of unauthorized transfers that occur within the two business days, whichever is less; and
- The amount of unauthorized transfers that occur after the close of two business days and before notice to the institution, provided the institution establishes that these transfers would not have occurred had the consumer notified the institution within that two-day period.

Also, if your statement shows transfers that you did not make, including those made by card, PIN or other means, tell us at once. If you do not tell us within 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.

(b) Contact us in the event of an unauthorized transfer. If you believe your card and/or PIN has been lost, stolen, or if you believe a transfer has been made using the information from your debit card without your permission, call us at (888) 569-9909, email info@bankfivenine.com (do not include account numbers), chat at bankfivenine.com or write to Customer Service, Bank Five Nine, P.O. Box 1004, Oconomowoc, WI 53066-6004.

Error Resolution Notice: In case of errors or questions about your electronic transfers, call us at (888) 569-9909, email info@bankfivenine.com (do not include account numbers), chat at bankfivenine.com or write Customer Service, Bank Five Nine, PO Box 1004, Oconomowoc, WI 53066-6004, as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will provisionally 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 provisionally credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

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

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

Additional Information:

(a) Ecommerce Transaction Aggregation. E-commerce merchants can aggregate multiple micropayment transactions. A micropayment transaction is a transaction under \$5.00. An example of this type of transaction is \$1.00 purchases for music downloads online. Ecommerce merchants may now submit an authorization request (hold) of up to \$15.00 instead of several \$1.00 authorizations. The purchase may also reflect on your statement as a total debit of up to \$15.00 instead of several separate \$1.00 transactions.

(b) Automated Fuel Dispense Transactions. The status check for pay-at-the-pump transactions is up to a \$1.00 hold amount. Certain unattended fuel merchants can send an estimated amount of up to \$500.00 as the authorization request instead of the \$1.00 hold amount. These merchants are primarily fuel terminals like truck stops and marina depots where large gas purchases are typically made. The merchant is required to send the actual transaction amount to Mastercard within one business day of the authorization; therefore the hold would be removed and the final transaction would post within that time frame. This would primarily impact debit card customers who typically purchase gas at fuel terminals in large quantity.

(c) Non-Mastercard Debit Transaction Processing. We have enabled non-Mastercard debit transaction processing. This means you may use your Mastercard-branded debit card on a PIN-Debit Network* (a non-Mastercard network) without using a PIN. The non-Mastercard debit network(s) for which such transactions are enabled is: ACCEL Network.

- Examples of the types of actions that you may be required to make to initiate a Mastercard transaction (on your Mastercard-branded debit card) includes: signing a receipt, providing a card number over the phone or via the Internet, swiping the card through a point-of-sale terminal, or using your digital wallet 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), responding to a logo displayed at a payment site and choosing to direct payment through that network, and having your identity verified using known information derived from an existing relationship with you instead of through use of a PIN.
- The provisions of your agreement with us relating only to Mastercard transactions are not applicable to non-Mastercard transactions. For example, the additional limits on liability (sometimes referred to as Mastercard's zero-liability program) and the streamlined error resolution procedures offered on Mastercard debit card transactions are not applicable to transactions processed on a PIN-Debit Network (*Mastercard Rules generally define PIN-Debit Network as a non-Mastercard debit network that typically authenticates transactions by use of a PIN but that is not generally known for having a card program).

DEBIT CARD AGREEMENT & DEBIT CARD PROTECTION NOTICE

Debit Card Agreement: In consideration of the receipt of a Bank Five Nine Debit Card ("Card") and the privileges to which the holder thereof is entitled, Cardholder hereby agrees to the following terms and conditions as to the use of said Card.

The Card and its coding is and remains the property of Bank Five Nine ("Bank") and the Cardholder agrees to surrender said Card to the Bank immediately upon request or when Cardholder closes or otherwise changes the status of account(s) at the Bank. The Bank reserves the right to cancel and/or modify any of all Cardholder privileges without notice.

Cardholder agrees to use this Card as instructed and only for purposes authorized by the Bank. Transactions may be initiated against Cardholder's account(s) by the combined use of Card and Personal Identification Number (PIN), or by presentation to an authorized Mastercard

merchant. Cardholder agrees not to authorize or permit any other person to use the Card. Cardholder agrees that in any event, except as specifically provided in the paragraph(s) below, all transactions made to Cardholder's account(s) by the Bank as a result of the use of this Card (or by the use of a Card issued to any other party who is named as a joint owner of the affected account) shall be fully binding on Cardholder. The Bank is authorized and directed to credit and charge, as the case may be, all deposits, withdrawals, borrowings, and transfers to or from Cardholder's account(s) and to accept all payments on Cardholder's indebtedness, when and by whomever made said transaction with the Card without further inquiry.

Cardholder will notify the Bank at once if the Card is lost, stolen or if statement of account(s) contains any unauthorized deposits, withdrawals, borrowings or transfers. Cardholder agrees to hold the Bank harmless for any claim or demand arising from loss, theft, or unauthorized use of the Card except as outlined in the Electronic Funds Transfer Disclosure Statement.

All deposits and payments shall be subject to further verification. In receiving items for deposit, the Bank acts only as a collecting institution as defined in the Uniform Commercial Code. Bank deposits and collections, the responsibility of the Bank, the mutual rights and obligations of Cardholder and Bank shall be governed by the general provisions of the Uniform Commercial Code-Deposits and Collections, and by all other applicable laws, rules, regulations and agreements governing Cardholder's account(s).

Cardholder agrees to examine all transaction receipts promptly and to notify the Bank of any error immediately.

The Bank provides this facility to the Cardholder as a financial service, however it is possible this service may not function properly at all times. The Bank makes no claims or warranties in respect thereto and shall not be responsible or liable if the facility at any time should fail to function properly.

For a complete list of the Mastercard benefits you receive, please visit: www.bankfivenine.com/guidetobenefits

Debit Card Protection Notice: For your protection, Bank Five Nine monitors your ATM and Debit Card transactions for potentially fraudulent activity. This may include a sudden change in locale, a U.S. issued card being used unexpectedly in a foreign country, a sudden string of costly purchases, or any pattern associated with new fraud trends around the world.

We May Be Contacting You: If we suspect fraudulent ATM or Debit Card use, we will be contacting you to validate the legitimacy of your transactions. Your participation in responding to this communication is critical to prevent potential risk and avoid restrictions we may place on the use of your card.

- Our automated communication will ask you to verify recent transaction activity on your card
- You'll be able to respond via your touchtone phone keypad or by text when applicable (message and data rates may apply)
- You'll also be provided a toll-free number to call should you have additional questions

Our goal is to minimize your exposure to risk and the impact of any fraud. To ensure we can continue to reach you whenever potential fraud is detected, please keep us informed of your correct phone number and address at all times.

Traveling: We take your card security very seriously. As previously mentioned, a sudden change in locale or card activity in a foreign country may cause restrictions on the usability of your debit card. This includes at ATMs as well as while making purchases. If you plan to use your debit card while traveling, it is important for you to let us know anytime you will be traveling outside your common locale, whether it's in the US or another country.

TYPES OF TRANSACTIONS: The types of transactions your Card will accommodate are as follows:

ATM Transfers: You may access your account by ATM using your Card and PIN to:

- Make deposits to your checking account.
- Make deposits to your savings account.
- Get cash withdrawals from your checking account - you may withdraw no more than \$515.00 per day.
- Get cash withdrawals from your savings account - you may withdraw no more than \$515.00 per day.
- Transfer funds from your checking account to your savings account.
- Transfer funds from your savings account to your checking account.
- Get information about:
 - The account balance of your checking account.
 - The account balance of your savings account.

Point-of-Sale Transactions: You may access your checking account with your Card to purchase goods (in person, online, or by phone), pay for

services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept. Using your Card and/or PIN you may not exceed more than \$2,000.00 in transactions per day.

Currency Conversion and International Transactions:

An international transaction is a transaction where the country of the merchant is outside the USA. Mastercard charges an international debit card transaction fee of approximately 0.9% of the transaction amount in US Dollars. Certain transactions that are processed in foreign currency may be subject to an additional fee of 0.2% of the transaction amount. In either case, we pass this international transaction fee on to you. Mastercard's currency conversion procedure includes use of either a government-mandated exchange rate or a wholesale exchange rate, selected by Mastercard, and that the government-mandated exchange rate or wholesale exchange rate that Mastercard uses for a particular Transaction is the rate Mastercard selects for the applicable currency on date that the Transaction is processed (the Central Site Business Date), which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the Cardholder's Account.

Advisory against Illegal Use: You agree not to use your Card for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the Cardholder may be located. Please

see the separate cardholder agreement for additional information relating to the use of your Card.

Fees: Please refer to the separate fee schedule for additional information on fees.

LIMITATIONS ON OUR LIABILITY:

We will not be liable if:

- You do not have enough money in your account to make the transfer.
- You have an overdraft line and the transfer would cause you to exceed your credit limit.
- An ATM does not have sufficient cash.
- A terminal or system is not working properly.
- Circumstances beyond our control (such as fire or flood) prevent the transfer.
- A merchant refuses to accept your Card.
- An ATM rejects your Card.
- There may be other limitations on our liability.

Protect Yourself: Please be diligent in monitoring transaction activity on your account and contact us immediately if you identify any fraudulent transactions. Here are some additional tips on protecting yourself from ATM and Debit Card fraud:

(1) Unless absolutely required for a legitimate business purpose, avoid giving out your:

- **Address and Zip Code**
- **Phone Number**
- **Date of Birth**
- **Social Security Number**
- **Card or Account Number**
- **Card Expiration Date**
- **Your PIN is private; never give it out**

(2) In stores and at ATMs, always cover your card and PIN, and watch for:

- Cell phone cameras, mirrors, or other tools used to view cards and PINs
- People watching your transactions
- Cashiers taking your card out of sight; take it to the register yourself
- Any other unusual activity at ATMs; if you feel uncomfortable, go to another ATM

(3) Online, you should never respond to unsolicited emails that:

- Ask you to verify your card or account number; such emails are not sent by legitimate businesses
- Link to websites; such sites can look legitimate but may collect data or put spyware on your computer

Our commitment to protecting your account is another great reason why Bank Five Nine is your community bank. If you have any questions or concerns, please call us at (888) 569-9909, write us at Bank Five Nine, P.O. Box 1004, Oconomowoc, WI 53066-6004, email us at info@bankfivenine.com (do not include your account numbers), notify us using secure email/chat through your Online Banking or visit your local branch office. Bank business days are Monday through Friday with the exception of Federal Holidays. For ATM/Debit Card assistance after hours, call us at (800) 472-3272.

Fee Schedule

Account Cancellation Within 90 Days	\$25.00
Account Reconciliation/Record Search	\$25.00/hour
ATM/Debit Card Expedited Order	\$38.00
ATM/Debit Card Replacement	\$8.00
Cashier's Check	\$5.00
Check Cashed (Non-Customer)	\$6.00
Check Images with Paper Statement (Consumer)	\$2.00
Check Printing	Varies with check style
Forced Account Closure	\$30.00
Foreign Bank Drafts - Cancellation	\$25.00
Foreign Bank Drafts - Issuance	\$25.00
Foreign Bank Drafts - Stop Payments	\$25.00
Foreign Check Collection	\$25.00
Foreign Check Deposit - Per check (Under \$10,000)*	\$10.00
Foreign Check Deposit - Per check (Over \$10,000)*	\$25.00
Foreign Currency Ordered/Exchanged	\$10.00
Foreign Currency Ordered (Overnight)	\$25.00
Gift Card	\$3.50
Inactive Fee (after 12 months of account inactivity)	\$2.00/month
Legal Processing Request (Court Orders, Garnishments, Tax Levies, etc.)	\$100.00
Non-Sufficient Fund (NSF) - Daily Cap on NSF Fees	6 items
Non-Sufficient Fund (NSF) -Paid (Per item)	\$30.00
Returned Item Fee (ACH or Check)	\$12.00
Returned Item Fee (Foreign)	\$25.00
Special Statements	\$5.00
Stop Payment	\$18.00
Travel Card	\$8.50
Wire Transfer Incoming (Domestic)	\$15.00
Wire Transfer Incoming (Foreign)	\$15.00
Wire Transfer Outgoing (Domestic)	\$25.00
Wire Transfer Outgoing (Foreign)	\$40.00

*Additional processing fees (charged by the foreign bank to Bank Five Nine) may apply and be charged to you.



Acknowledgement of Optional Electronic Signature

Congress enacted the Electronic Signatures in Global and National Commerce Act (P.L. 106-229; also known as E-SIGN) on June 30, 2000. The purpose of this statute is to create an equivalent legal status for electronic signatures and documents in order “to facilitate the use of electronic records and signatures in interstate and foreign commerce by ensuring the validity and legal effect of contracts entered into electronically.” Prior to this law, many transactions – especially financial or credit matters – required consumers to receive such items as disclosures, statement of rights, obligations, or other notices in writing, and the law required the consumer to provide a written acceptance.

An important part of the Act is to prevent fraud and deception in the operation of the electronic transactions. Congress sought to protect consumers by requiring that they consent to affix an electronic version of their signature and/or receive records of disclosures and other documents electronically. The Act also provides the ability to withdraw this consent at any time. You also have the right to receive paper copies of documents you sign or receive electronically upon request. You may make this request by phone or in writing to the following:

Bank Five Nine
PO Box 1004
Oconomowoc, WI 53066
(888) 569-9909

By acknowledging you have read this disclosure you are agreeing to all the information above about Electronic Signatures. If you do not agree with any part of the above information, please contact us at (888) 569-9909.



Truth In Savings Disclosure – Free Checking

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

Minimum Balance Requirements: To open this account, you must deposit at least \$100.00. There is no minimum balance requirement.

Transaction Limitations: No transaction limitations apply to this account.

Additional Terms: Other fees and charges may apply and are listed in the Consumer Disclosures provided during the account opening process.



What You Need to Know about Overdrafts and Overdraft Fees

An overdraft occurs when you do not have enough money in your account to cover a transaction, but we pay it anyway. We can cover your overdrafts in two different ways:

1. We have standard overdraft practices that come with your account.
2. We also offer overdraft protection plans, such as a link to a savings account, which may be less expensive than our standard overdraft practices. To learn more, ask us about these plans.

This notice explains our standard overdraft practices.

What are the standard overdraft practices that come with my account?

We do authorize and pay overdrafts for the following types of transactions:

- Checks and other transactions made using your checking account number
- Automatic bill payments

We do not authorize and pay overdrafts for the following types of transactions unless you ask us to (see below):

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction.

If we do not authorize and pay an overdraft, your transaction will be declined.

What fees will I be charged if Bank Five Nine pays my overdraft?

Under our standard overdraft practices:

- We will charge you a Non-Sufficient Funds (NSF) fee of up to **\$30.00** each time we pay an overdraft item.
- There is a limit on the total NSF fees we can charge you of \$180.00 per day.

What if I want Bank Five Nine to authorize and pay overdrafts on my ATM and everyday debit card transactions?

If you would like us to authorize and pay overdrafts on ATM and everyday debit card transactions, you may call us at: 888-569-9909, or Opt in Online to submit your request electronically. Forms can also be printed and returned to your local branch or mailed back to us at: Bank Five Nine, P.O Box 1004, Oconomowoc, WI 53066.

This form does not opt out or opt in to the discretionary Overdraft Privilege service, where checks and other transactions may be paid if an account is overdrawn.