



## ACCOUNT AGREEMENT TERMS AND CONDITIONS

### PART 1. GENERAL PROVISIONS.

A. **AGREEMENT.** When you open and use a deposit account with WEST BANK, you accept the terms and conditions contained herein. They are a part of a legally-binding Agreement between you and WEST BANK. The term "Agreement" means the Account Agreement Signature Card (see part 2), these Account Agreement Terms and Conditions and all related disclosures, schedules, and amendments provided to you, which may include, but is not limited to, a Truth in Savings Disclosure, a Service Fee Schedule, a Funds Availability Notice, a Substitute Check Notice, a Privacy Notice, and an Electronic Funds Transfer Disclosure. This Agreement replaces the previous Deposit Account Agreement and will be the controlling agreement for your deposit account. We may, however, continue to refer to this Agreement as a "Deposit Account Agreement" in other WEST BANK documents. In the event of a conflict between a general provision of this Agreement and a specific provision of this Agreement, or any other agreement incorporated by reference into this Agreement, the specific provision shall control. This Agreement can only be changed as described herein. Please keep this Agreement so that you can refer to it later. You should let us know if you have questions about this Agreement.

As used in this Agreement, the words "we," "our," and "us" mean WEST BANK and the words "you" and "your" mean the account holder(s) and anyone else with authority to deposit, withdraw, or exercise control over the funds in the account. However, this Agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership, or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the Agreement. 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.

B. **COVERAGE.** This Agreement covers all types of "deposit accounts" offered by WEST BANK, including demand deposit accounts (commonly known as checking accounts), money market deposit accounts, and savings accounts. These different products are described in separate brochures available at WEST BANK. This Agreement does not cover other products such as loans, Certificates of Deposit, safe deposit boxes, non-depository trust services, pre-paid cards, gift cards, or credit cards. Some special deposit accounts have specific rules that are not set forth in this Agreement. If you would like further information regarding these special deposit accounts, please let us know. The term "item" is used throughout this Agreement. An item is an order from you to WEST BANK to withdraw funds from your deposit account. An item can be a check, ATM withdrawal, Automated

Clearing House (ACH) withdrawal, a debit card transaction or any other approved means used to withdraw funds from your deposit account.

C. **LAWS AND REGULATIONS.** The deposit relationship between you and WEST BANK is controlled by this Agreement. It is also controlled by the laws of the State of Iowa, as well as federal law, federal banking regulations, certain laws of the state of Minnesota for accounts that were opened in Minnesota, regulatory agencies, payment processing system rules, and in some cases, National Automated Clearing House Association ("NACHA") rules, which govern ACH Transfers. If any of the terms of this Agreement are in conflict with those laws, regulations, or rules, the laws, regulations, or rules will generally control. In that case, the remaining terms of this Agreement will continue to be in force, and will continue to control the remaining parts of the deposit relationship. If any provision of this document is found to be unenforceable, all remaining provisions will continue to be in full force and effect. You agree to avoid using your account for illegal transactions or activity, for example those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361, et Seq.

D. **PROTECTION.** Your deposit account is backed by the strength of WEST BANK, and deposit insurance provided by the Federal Deposit Insurance Corporation (FDIC). The amount of that insurance has a dollar limit, which has changed over time. If you have more than one deposit account, the combined total balances in those accounts may be subject to the limit. You should let WEST BANK know if you have questions regarding this insurance coverage. We may be able to suggest ways to protect deposits in excess of the basic insurance limits.

E. **WAIVER OF WEST BANK'S RIGHTS.** WEST BANK does not always have to enforce its rights under this Agreement with you. If WEST BANK chooses not to enforce its rights on one occasion (or even on several occasions over a period of time), it does not affect WEST BANK's right to enforce those same rights in the future, and does not change the terms or conditions of this Agreement. You agree that WEST BANK does not need to provide you with any notice when requiring you to comply with all of the terms and conditions of this Agreement.

F. **CHANGES TO THIS AGREEMENT.** To the extent permitted by law, WEST BANK may change this Agreement from time to time. WEST BANK will let you know about changes by giving you notice when required by law, usually in the same manner you receive your account statement (electronically, or by mail). The change(s) will be effective on the date stated in the notice, but if the changes are potentially adverse to you, WEST BANK will give you the notice at least thirty (30) days before the change is effective. If you disagree with the changes, you may close your account. If the account remains open after the effective date of the change, you will have accepted the change(s) and you agree to the most recent version of this Agreement, which is available to you at any WEST BANK location or at [www.westbankstrong.com](http://www.westbankstrong.com).

G. **TERMINATION OF AGREEMENT.** This Agreement can be terminated (and your account closed), either by you or WEST BANK at any time for any or no reason,

with a written notice, as required by law. If WEST BANK closes your account, we will send the balance on deposit to your most recent address shown on our records. Terminating the Agreement will not excuse you from any fees or other obligations that were incurred before termination, or those fees or costs incurred in the process of closing your account. WEST BANK will withhold any such fees from the deposit balance we send you upon closing the account. Ending the Agreement does not release you from your liability for any and all outstanding items. WEST BANK shall not be liable for failure to honor any check or withdrawal order presented after the closure of your account, or for any damages arising from the closure.

H. NOTICES. You agree that WEST BANK is not required to give you notice of non-payment, dishonor, or protest regarding any items deposited to, or charged against, your account. Any written notice you give to WEST BANK is effective when it is actually received by WEST BANK. Any written notice (other than those required by law or otherwise provided for in this Agreement) WEST BANK gives to you is effective when it is sent electronically (if you receive your account statements electronically) or when it is deposited in the U.S. Mail, postage prepaid, and addressed to you at your statement mailing address. You are responsible for notifying us of any change in your address, your phone number, or your name. Notice to any one owner of a deposit account is the same as notice to all owners of that account. You understand that the notices are available to you at any WEST BANK location.

We will provide communications through statements or, if authorized, through electronic mail. Communications will be in English. We may destroy communications that are returned to us as undeliverable. We are not responsible for any communications, checks, or other items that may be lost while not in our possession.

I. NEW ACCOUNTS. When opening a new account, be aware that to help the government fight the funding of terrorism and money laundering activities, U.S. federal law requires financial institutions to obtain, verify, and record information that identifies each person (individuals and businesses) who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth and other information that will allow us to identify you. We may also ask for your driver's license or other identifying documents.

## PART 2. SIGNATURE CARDS.

A. IMPORTANCE OF THE ACCOUNT AGREEMENT SIGNATURE CARD. The Account Agreement Signature Card ("Signature Card") is the document that you sign when opening the account. The type, or "classification", of your deposit account (as a personal account or a business account, and the type of ownership) will be stated on the Signature Card you sign when you open the account. The terms in Part 3 of this Agreement describe the rules for classification and type of ownership. Terms applicable to your deposit account classification and type of ownership (as they are set forth on the Signature Card) will apply to your deposit account.

B. AUTHORIZED SIGNATURE. Your signature on the Signature Card is your authorized signature. WEST

BANK may use the signature on your Signature Card to verify the signatures on items drawn on your account. WEST BANK will not be liable to you for honoring items or signed instructions if it believes that the signature appearing on those items or instructions is genuine. If you authorize the use of a facsimile signature device, you acknowledge that the use of the device is for your convenience and accept sole responsibility for maintaining security of the device and for any loss that WEST BANK may have that results from the use of such device, including attorneys' fees and legal expenses. WEST BANK may honor any item or signed instruction that bears or appears to bear your facsimile signature even if it was made by an unauthorized person or a counterfeit facsimile device.

C. SOCIAL SECURITY OR FEDERAL TAX ID NUMBER. All deposit account owners must provide WEST BANK with their Social Security Number, Federal Tax Identification Number, or other identifying number acceptable to WEST BANK. WEST BANK will hold the numbers in accordance with applicable law.

D. FORGERY/UNAUTHORIZED TRANSACTIONS. You agree that WEST BANK will not be liable for any losses or costs for forgeries or unauthorized transactions that cannot be detected through standard banking procedures, including the automated processing of items and deposits. You acknowledge that WEST BANK, consistent with industry practice, does not scrutinize Depositor signatures, any restrictive legends, or review the number or combination of signatures on an item drawn against your account.

## PART 3. OWNERSHIP OF ACCOUNTS.

A. INDIVIDUAL ACCOUNTS. If only one person owns the deposit account, it will be classified as an "individual account" or a "single party account". Another person may be given the authority to write checks and perform transactions, through use of a form called a Power of Attorney (which must be acceptable to WEST BANK), but such an "authorized signer" is not an owner of the account, and does not have ownership rights.

B. JOINT ACCOUNTS. If two or more people open a deposit account together, that account is classified as a "joint account with survivorship – not as tenants in common" or "multiple-party account with right of survivorship". The people opening the deposit account are referred to as "joint tenants."

For accounts classified as a "joint account with survivorship – not as tenants in common" or "multiple-party account with right of survivorship" the death of a joint tenant entitles the surviving tenant(s) with the right to all the funds in the deposit account, subject to WEST BANK's right of setoff and security interest in the deposit account. If more than one joint tenant survives, they will continue to own the deposit account as joint tenants with survivorship and not as tenants in common.

All joint tenants are "owners" of the deposit account. Each joint tenant may deposit, withdraw or transfer any or all funds in the account, and each has authority to enter into transactions on behalf of all other joint tenants. Each joint tenant guarantees the signatures of the other(s) and authorize(s) the other(s) to endorse checks for deposit if they are payable to any other joint

tenant. All joint tenants are jointly and severally liable for all stop payment orders, overdrafts, garnishments, levies, endorsements or withdrawals and any other claims against any other joint tenant. Each joint tenant authorizes WEST BANK to exercise its right of setoff and enforce its security interest on all funds in the joint account, even if only one of the joint tenants is obligated to WEST BANK and even if only one of the joint tenants has deposited funds into the account. Any joint tenant may close the account without the consent of any other joint tenant, and notice provided by WEST BANK to any joint tenant is the same as notice to all joint tenants.

If WEST BANK believes that there may be a dispute between joint tenants or if we receive inconsistent instructions, we may suspend or close the account, we may require a court order to act, and/or we may require that all joint tenants agree in writing to any transaction concerning the account.

**C. BUSINESS ACCOUNTS.** Business accounts are usually owned by individuals, partnerships, corporations, or other entities in order to operate a business. They may also be owned by not-for-profit corporations or associations, or by governmental agencies or subdivisions.

In a partnership account, the partners agree with each other, and WEST BANK, that any one partner whose name is written or typed on the Signature Card has complete authority to bind the partnership and all other partners in all transactions involving the deposit account.

In accounts for individuals, or other legal entities other than partnerships, each person who signs the Signature Card represents to WEST BANK that the person or entity is duly authorized to transact business and that each person whose name is written or typed on the Signature Card is duly authorized and has complete authority to bind the entity in all transactions involving that account.

For all business accounts, WEST BANK reserves the right to require the person or board that controls the entity (such as the managing member or board of directors) to provide written authorization designating who is authorized to act on its behalf. WEST BANK is authorized to follow the directions of a person designated as having authority. Any changes to that authorization must be provided to WEST BANK in writing, and must allow WEST BANK reasonable time to act on that notice.

**D. AGENCY, TRUST, FIDUCIARY ACCOUNTS.** Any person acting as an Agent, Guardian, Personal Representative, Trustee, Custodian or in some other fiduciary role (collectively, "Agent(s)") must be designated as such on the Signature Card. If not designated in this fashion, WEST BANK will assume the account is held as an individual account. WEST BANK is authorized to follow the directions of your Agent(s) regarding your deposit account and will not be liable for any misapplication of funds from your account by your Agent(s.) Any changes to the status of your Agent(s) must be provided to WEST BANK in writing, and must allow WEST BANK reasonable time to act on that notice. For all agency, trust, or fiduciary accounts, WEST BANK reserves the right to require the Agent(s)

to provide additional documentation verifying the creation of the fiduciary relationship (e.g. Trust Certificate, Letters of Appointment).

**E. PAYABLE ON DEATH.** During your lifetime, a payable on death (POD) account belongs to you. You may conduct transactions on the account as usual including changing beneficiaries as you wish. When the last owner dies, we may pay any funds remaining in the account to the then-surviving POD beneficiaries, subject to our right to charge the account for any amount you or any POD beneficiary owes us. Beneficiaries do not have rights to the account unless all owners are deceased and the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons then owning the account, beneficiaries will own this account in equal shares, without right of survivorship.

**F. ACCOUNTS FOR MINORS.** Classification of deposit accounts for minors will depend on the minor's access to the funds in the deposit account and other circumstances.

Some accounts that are opened for the benefit of a minor may be fiduciary accounts, such as a trust account. In that case, the account will be classified as an "agent" account, as described in Section D, directly above.

For deposit accounts where the minor will have ownership rights AND access to all the funds in the deposit account, the deposit account will be classified as a joint account, and ownership will be as set forth in preceding Part 3, Section B. A parent or legal guardian must serve as a joint owner of the deposit account if the minor is under the age of 18. The minor must be able to provide an identifiable signature for the Signature Card, subject to the sole discretion of WEST BANK.

Deposit accounts that are opened pursuant to the Iowa Uniform Transfers to Minors Act (IAUTMA) or the Minnesota Uniform Transfers to Minors Act (MNUTMA) must be in the name of the custodian. The custodian has sole authority or access to funds in the account. The custodian has sole responsibility for the distribution of any funds to the beneficiary. A successor custodian may be designated on the Signature Card, but the successor has no authority over the funds in the account until the death or incapacity of the primary custodian. WEST BANK cannot give legal advice or tax-related guidance regarding the creation or administration of IAUTMA or MNUTMA accounts.

**G. POWER OF ATTORNEY.** You may appoint a person as your Attorney-in-Fact with a form called a Power of Attorney. WEST BANK retains sole discretion in determining whether to accept a Power of Attorney as an authorization for transactions. On a case-by-case basis and to the extent permitted by applicable law, we may require your attorney-in-fact to execute an affidavit attesting to the validity of the power of attorney document and the attorney-in-fact's authority to act under it. If WEST BANK accepts a Power of Attorney as an authorization for transactions, WEST BANK may conduct those transactions without contacting you. Any changes to the Power of Attorney must be provided to WEST BANK in writing, and must allow WEST BANK reasonable time to act on that notice. Before receiving such notice, WEST BANK may honor transactions

conducted on the deposit account by your Attorney-in-Fact without liability to you or to any third party. Acceptance by WEST BANK of a Power of Attorney does not terminate your authority over, or access to, funds in the account.

**H. TRANSFER/ASSIGNMENT OF ACCOUNTS.** Ownership of deposit accounts cannot be transferred. You cannot assign the deposit account to a third party as collateral without WEST BANK's prior, written approval. If you do give the account to a third party as collateral, the deposit account will still be subject to WEST BANK's right of setoff and security interest.

#### **PART 4. RULES GOVERNING DEPOSIT ACCOUNTS.**

**A. STANDARD OF CONDUCT.** Our deposit relationship with you is that of debtor (WEST BANK) and creditor (you). This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us. Isolated clerical errors, mistakes of judgment or mistakes of understanding do not constitute a failure of WEST BANK to comply with this Agreement. Our internal policies and procedures are solely for our own purposes, and we do not agree to exercise any care beyond what is expressly stated in this Agreement. In no event will WEST BANK be liable to you for special or consequential losses or damages of any kind, including loss of profits and opportunity or for attorney's fees incurred by you.

The American banking system relies on automated collection and payment procedures. Such automation depends on information coded onto each item. You agree that WEST BANK does not fail to comply with this Agreement solely because it does not examine each item by sight, and that WEST BANK will not be liable for errors or losses due to events beyond its control.

**B. DEPOSIT OF ITEMS.** You may make deposits in person, by mail or by other methods WEST BANK makes available, such as Automated Teller Machines (ATMs) and online banking. WEST BANK is not responsible for deposits you make by mail or through a depository not staffed by WEST BANK's employees until WEST BANK actually receives the deposits. If you fail to endorse an item that you have submitted for deposit, WEST BANK has the right, but is not obligated, to supply the missing endorsement. When you deposit items to your account, you certify that all endorsements are genuine. WEST BANK may require that certain government checks, insurance company items or other special types of checks be personally endorsed at a WEST BANK branch by each payee. You agree to reimburse WEST BANK for losses or expenses, including reasonable attorneys' fees, it incurs due to failure to properly endorse an item. Deposits received on a weekend, holiday, or after WEST BANK's cutoff hour on a business day, are deemed to have been received on WEST BANK's next business day.

**C. COLLECTION OF ITEMS.** Our responsibility for deposited items is limited. We act as your agent to collect the item, but assume no responsibility beyond our standard of conduct stated in the Agreement. All items are credited to your deposit account subject to final payment and receipt of proceeds. Deposits to your account will be made available for withdrawal in

accordance with the Funds Availability Notice provided to you separately. If you deposit an item, but the item cannot be paid by the maker's account within the normal period allowed, WEST BANK may reverse your deposit at any time before final payment without prior notice to you and may charge you a fee. WEST BANK will not be liable for default or negligence of its correspondent financial institutions, or for losses in transit, and each correspondent financial institution will only be liable for its own negligence. WEST BANK is authorized to pursue collection of previously dishonored items, and may permit the payor bank to hold the item beyond a midnight deadline. You agree to pay all costs, including reasonable attorneys' fees, incurred by WEST BANK in collection of deposits or in any dispute involving your account. Such disputes include, but are not limited to, those between you and another joint owner; you and another authorized signer or agent; or a third party claiming an interest in your deposit account(s). WEST BANK may refuse to accept any item for deposit in your account.

**D. DIRECT DEPOSITS.** If WEST BANK is required to reimburse the state or federal governments for all or any portion of any benefit payments deposited to your account through a direct deposit plan, WEST BANK may, without prior notice to you, deduct the amount returned from your account or from any other deposit account you have with us, unless prohibited by law.

**E. TELEPHONE TRANSFERS.** Telephone transfers of funds from one of your WEST BANK deposit accounts to another may be made by instructions given by the owner/authorized signer(s) that have authority to access the funds and conduct transactions in those deposit accounts. Such transfers will be subject to the same conditions and limitations that govern written transfers. Other account transaction limitations are described in this Agreement.

**F. ONLINE TRANSFERS.** Online banking transfers involving your deposit account are also subject to the terms of your WEST BANK Online and Mobile Banking Agreement and the sub-agreement related to the service you are using.

**G. WITHDRAWALS AND HOLDS.** WEST BANK may refuse any item used to withdraw funds from your deposit account if (1) it is not on a form approved by WEST BANK, (2) it is made in a manner not specifically authorized for your deposit account, (3) it is made more frequently or in a greater number than specifically permitted for your deposit account, (4) WEST BANK cannot verify the availability of funds on deposit, (5) there is a dispute regarding the account (unless a court orders us to allow the withdrawal), (6) the account has been pledged as collateral for a debt, or (7) you fail to repay an obligation to WEST BANK on time. WEST BANK may pay items used to withdraw funds from your deposit account in any order determined by WEST BANK, even if paying a particular item results in an insufficient balance in your deposit account to pay other items that otherwise could have been paid out of your deposit account. The order in which you make withdrawal requests from your account may not be the same as the order in which we process and post such withdrawal requests to your account.

Once withdrawal requests are presented for payment evaluation, transactions are processed during the next

batch processing session. Batch processing typically occurs overnight after each business day. During batch processing, transactions are posted for payment in the order described below:

Deposits are credited to your account balance before any withdrawals are considered. Withdrawals are then evaluated in the following order:

- (i) Internal transactions;
- (ii) One-time debit card transactions and ATM withdrawals;
- (iii) Recurring debit card transactions;
- (iv) Automated Clearing House (ACH) withdrawals;
- (v) Checks and other items.

NOTE: Items are paid in the order of smallest to largest amounts within each category.

Some internal transactions, such as in-person cash withdrawals, telephone transfers, legal orders, and wire transfers result in "holds" being placed on your account when you complete the transaction(s). If a hold is created, it makes an amount of money in the account unavailable for subsequent transactions. It is similar to the money being immediately withdrawn from the account. Batch processing removes the hold(s) because the money is then withdrawn from the account (also called "posting").

Holds may also be created by other transactions, including, but not limited to, one-time debit card transactions and ATM withdrawals. One-time (everyday) debit card transactions are those that are unscheduled in nature when you use a debit card at a point-of-sale (for example, at the grocery store). Recurring debit card transactions are scheduled in advance with the merchant, or any other card processors, on a recurring basis (for example, your utility bill or gym membership).

One-time debit card transaction authorization holds are initiated by a merchant, and ATM withdrawal holds are initiated by an ATM owner. Original merchant authorization hold amounts (1) are temporary, (2) may not be the same dollar amount that is later presented for payment evaluation (for example at a gas station or hotel where the initial authorization amount is a preset dollar amount), (3) may not include an amount added to the purchase after the initial authorization (for example a tip at a restaurant), and (4) may show as "pending" transactions in Electronic Banking (including Online and Mobile Banking). See section H for additional explanation on how debit cards are processed.

A determination whether a one-time debit card transaction or ATM withdrawal will be authorized (and the corresponding temporary merchant hold placed on the account) will be made at the time the transaction is attempted. The determination is based upon the amount of funds in your account, which is calculated by:

- Determining the amount of funds in your account from the most recent batch processing session;
- Less any holds placed on a deposit to your account pursuant to the Funds Availability Policy;
- Less any pending withdrawals that have created a hold on your account including, but not limited to, checks presented, but not yet posted;
- Plus pending deposits that are immediately available for your use. These include, but are not

limited to, cash deposits, in-person check deposits, and electronic deposits.

You see this amount as the "current balance" in Electronic Banking (including Online and Mobile Banking).

For some specific deposit accounts, WEST BANK may require you to give seven (7) days prior written notice of any intended withdrawal from an interest-bearing account or the savings sub-account of a non-interest-bearing account having a maturity period and may require that funds remain on deposit in other interest-bearing and time deposit accounts for such longer period of time as may be required by WEST BANK, law, or regulation. For regulatory purposes, deposit accounts will consist of a transaction sub-account and a savings sub-account. WEST BANK may transfer funds between the two sub-accounts. This will not affect your available balance, interest earnings (if applicable), FDIC insurance or other feature associated with your deposit account.

H. NON-SUFFICIENT FUNDS, RETURNED ITEMS, AND OVERDRAFTS. When you make a transaction and your account contains a sufficient balance to pay the item when it is presented for payment, then the item will be paid. However, when you make a transaction, but do not have enough money in your account to pay the item when it is presented for payment, one of two things may occur:

(i) WEST BANK may return (*unpaid*) the transaction ("return item") to the person or business that you attempted to pay because of "non-sufficient funds" (also called "NSF"); or

(ii) WEST BANK may, at its sole discretion, elect to *pay* the transaction by overdrawing your account. This will cause an "overdraft" (i.e. negative account balance).

Whether WEST BANK decides to return the NSF item unpaid or to pay the item, you may be charged a fee. Service charges and fee schedules are provided before a deposit account is opened. Those schedules are subject to change, and are available on request, or on our website at <https://www.westbankstrong.com>.

You agree that you do not have the right to make withdrawals or to cause items to be paid if your account does not have sufficient funds. At our sole discretion, WEST BANK will determine whether your account contains sufficient funds to pay the items presented for payment at any time between the receipt of the items, the most recent batch processing session and WEST BANK's return deadline. We are not required to evaluate the sufficiency of funds in your account at any particular time, and we are only obligated to evaluate the sufficiency once before determining whether to honor the items received. As a result, the decision to pay or return an item may be made before you make a deposit later in the day. If WEST BANK determines that there are not sufficient funds in your account to pay all items presented, we are not required to honor other items received. Any items not paid by WEST BANK will be returned because of non-sufficient funds.

You acknowledge that it is your responsibility to make sure the balance in your account exceeds the total of the items you cause to be presented for payment. The best way to do that is by keeping close track of your

account balance with a ledger or by checking your balance online.

Overdrafts and return items may occur in a variety of ways, including checks you write, ACH, or debit card transactions you authorize. If you opt-in for overdraft services for your debit card (such services for debit cards may be terminated by you or WEST BANK at any time, for any reason, with written notice) overdrafts may be created by your use of your card at ATMs or for one-time debit transactions and WEST BANK may charge you for this service. If you do not opt-in for overdraft services for your debit card, attempted ATM withdrawals and one-time debit card transactions will be rejected when there are not sufficient funds in your account to withdraw the money or make the payment. You may still be charged an overdraft fee if you've opted in but before the debit card transaction posts to your account, the hold created by the transaction expired and other transactions posted leaving non-sufficient funds to process the debit card transaction. Even if you do not opt-in, recurring debit card transactions may create a NSF situation and you may be charged a fee.

Debit card transactions made using your personal identification number (PIN) typically, but not always, clear your account during the next batch processing, which may be the same day as the transaction. These PIN-based debit card transactions will typically appear on your statement as "POS Withdrawal". Signature-based transactions (transactions made without providing your PIN) will usually clear within a few days, depending on the merchant's procedures. These signature-based transactions will typically appear on your statement as "POS Purchase". In this way, signature-based debit card transactions are similar to checks, which usually are presented for payment some time after you make a payment. Therefore, even though at the time of the signature-based debit card transaction there were sufficient funds in your account, and the transaction was authorized by WEST BANK, if you later cause other items to be presented for payment before the signature-based debit card transaction, a NSF situation may occur. You usually cannot control when a signature-based debit card transaction is presented for payment. You usually cannot control how a merchant processes a debit card transaction. For example, you may make a transaction as a signature-based debit, but the merchant may change it to a PIN-based debit. Once a debit card transaction has been authorized, it cannot be returned. For these reasons, it is important that you keep close track of your account balance and make sure the balance in your account exceeds the total of the items you issue for payment.

You agree to repay WEST BANK the full amount of any overdraft item immediately after it occurs, and that the negative balance may be collected from your deposit account. You have no right to defer payment of this liability. To the extent permitted by law, WEST BANK will use your subsequent deposits, including government deposits, to collect the negative balance. If you have a joint account, you and all tenants agree that you are liable for the overdraft even if you did not issue or benefit from the item that caused the overdraft. Permitting one or more overdrafts does not obligate WEST BANK to pay all, or any, subsequent NSF items presented for payment. To the extent permitted by law,

you agree to reimburse WEST BANK for its reasonable costs and fees incurred in collecting negative balance amounts from you, including attorneys' fees.

You agree that WEST BANK may charge you service fees for return items and overdrafts, including those paid through our overdraft protection services. You further agree that the fees are due and payable in full, immediately, and that they may be collected from your deposit account. You have no right to defer payment of this liability. If you have a joint account, you and all joint tenants agree that you are all liable for the fees even if you did not issue or benefit from the items that caused the fees to be charged. To the extent permitted by law, WEST BANK will use your subsequent deposits, including government deposits, to collect the fees.

You acknowledge and agree that WEST BANK will not be liable for returning other items if collection of any negative balance results in additional NSF transactions.

I. ACH AND WIRE TRANSFERS. WEST BANK is subject to State and Federal laws and the NACHA rules regarding ACH and wire transfers (including the Uniform Commercial Code, as adopted by the State of Iowa). Unless the Electronic Funds Transfer Act (EFTA), 15 U.S.C. §§ 1693 et seq., and regulations consistent with the EFTA, govern an ACH or wire transfer, you and WEST BANK agree that liability for unauthorized ACH and wire transfers will be determined according to the Iowa Uniform Commercial Code ("UCC") and this Agreement.

ACH and wire instructions are generally to be completed in-person, if not; you may be required to sign a separate agreement for this purpose. Unless you have entered into a separate agreement with us, this Agreement shall be your written agreement with WEST BANK that governs ACH and wire transfers.

You authorize WEST BANK to rely on voice, telefacsimile, electronic mail, signature verification and/or photo ID verification for transfer instructions. The transfer instructions may be given only by the owner/authorized signer(s) that have authority to access the funds and conduct transactions in your account(s).

WEST BANK has established commercially reasonable security procedures in connection with ACH and wire transfer requests and shall apply these procedures accordingly. WEST BANK's procedures are contained in our internal policies. These procedures include, but may not be limited to, the use of a user code, PIN, in-person verification, photo ID verification, and/or a callback verification. You and WEST BANK agree that no transfer will be authorized under this section unless you and WEST BANK comply with the internal policies. You acknowledge that WEST BANK shall employ a security procedure commensurate with your account usage. If you have a preference as to the security procedure used to verify ACH and wire transfers, you should contact WEST BANK. You agree to be bound by the security procedure utilized by WEST BANK when you initiate an ACH or wire transfer.

You and WEST BANK agree to accept the security procedures as implemented and that the security and verification procedures in this Agreement and

implemented by WEST BANK, are commercially reasonable. WEST BANK reserves the right to change its security procedures, as we deem necessary, in our sole discretion. A copy of our security procedures are available in person, upon request. You and WEST BANK agree to comply with the procedures in West Bank's internal policies for every transaction governed by this section. You agree that WEST BANK may modify its internal policies at its sole discretion so long as WEST BANK maintains a commercially reasonable security procedure, and complies with that commercially reasonable security procedure before processing a transfer governed by this section.

You acknowledge that the security and verification procedures in this Agreement, those incorporated into this Agreement, and implemented by WEST BANK, will not detect an error in the transmission or content of a ACH instruction or wire transfer, and you agree to be solely responsible for the discovery and identification of any error in these instructions and to advise WEST BANK of such error. You are bound by and liable for any transfer issued in your name. Any automated payments made to you or originated by WEST BANK are provisional until final settlement is made through the Federal Reserve System or payment is otherwise made. If WEST BANK does not receive final settlement, you agree that we are entitled to a refund of the amount credited to your account in connection with the automatic payment, and the party (the originator of the automatic payment) making payment to you shall not be deemed to have paid you the amount of such automatic payment. WEST BANK is not required to give you notice of a payment order or credit received via ACH or wire transfer.

**J. STOP PAYMENT ORDERS.** Stop payment requests for items covered by the Electronic Funds Transfer disclosure are bound by those rules. This section applies to all other stop payment requests on your deposit account that have not yet been paid or certified. You may give your order to WEST BANK orally or in writing. In order to be effective, the stop payment order must identify the number, the date, the exact dollar amount and the payee. An oral stop payment order is effective for fourteen (14) days, unless it is confirmed in writing within that period. A written stop payment order is effective for six (6) months. Once an initial stop payment has expired, you must place a new stop payment order, otherwise we may pay the item. WEST BANK is entitled to a reasonable period of time to notify its employees after receiving your stop payment order. WEST BANK will not be liable if, due to isolated clerical error, mistake of judgment, inadvertence, or lack of reasonable time to act on a stop payment order, it honors any item for which a stop payment order has been given. Stop payment orders on cashier's checks, official checks, certified checks or money orders are not permitted, except in specific circumstances. The Bank may charge a fee associated with stop payment orders and their renewals as described in our Service Fee Schedule.

**K. STALE AND POST-DATED CHECKS.** You understand that WEST BANK does not examine the date of each check we receive. WEST BANK retains the right to determine whether to honor any "stale" check (one which is dated more than six (6) months prior to the date it is presented to WEST BANK.) WEST

BANK will not be liable to you or any third party for dishonoring stale checks.

We urge you not to write "post-dated" checks (one which is dated later than the actual date it is presented to WEST BANK.) If you choose to write a post-dated check, you agree that WEST BANK will not be liable to you if it pays the check before the date written on the check.

**L. STATEMENTS.** Each month, or periodically, WEST BANK will send you a statement of the activity in your deposit account, including annual percentage yield (if applicable), fees, and charges. Unless you have chosen to receive statements electronically, statements will be sent to the most recent address you have given to WEST BANK. You should review the statement carefully, as soon as it is received. If you give someone else authority to conduct transactions using your account, you should promptly and regularly review your statements to be sure that there is no abuse of that authority.

**M. ERRORS.** In case of suspected errors or questions about your deposit account, call the Customer Service Department at WEST BANK immediately at (515) 222-2360, toll-free at 1-855-464-5407, or write us at:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

You must provide the following:

- Your name and account number;
- A description of the transaction and the nature of the suspected error; and
- The exact amount of the suspected error.

Correction of errors involving Online Banking and Mobile Banking services have other specific rules not set forth in this Agreement. Refer to your WEST BANK Online and Mobile Banking Agreement and the sub-agreement related to the service you are using for more details.

If you think there is an error, please contact us in writing immediately. If you do not notify WEST BANK in writing, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any errors, alterations, forgeries, unauthorized signatures, or improper charges unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss. The loss could be not only with respect to entries on the statement, but other entries forged or altered by the same wrongdoer.

**N. UNAUTHORIZED USE.** You should notify WEST BANK immediately if you believe your deposit account could be used by an unauthorized person, or if an unauthorized transaction has occurred involving your account, call the Customer Service Department at WEST BANK immediately at (515) 222-2360, toll-free at 1-855-464-5407, or write us at:

WEST BANK  
Attn: Customer Service  
1601 – 22<sup>nd</sup> Street  
West Des Moines, IA 50266

If you think that unauthorized withdrawals or transactions have been made, you should notify WEST BANK at once; if you do not notify WEST BANK, the statement will be considered correct. To the extent permitted by law, you agree that WEST BANK will not be liable for any unauthorized transactions unless you provide such notice within thirty (30) days of the statement date. During the thirty (30) day time period, liability for any loss will be allocated between you and WEST BANK, in proportion to responsibility for the loss.

You further agree that if you fail to report any errors, alterations, forgeries, unauthorized signatures, improper charges, or any other errors or fraud associated with your account within sixty (60) days of the statement date, you cannot assert a claim against WEST BANK regarding any entry in the statement, and you will be solely responsible for any losses related to those entries. This sixty (60) day limitation is without regard to WEST BANK's actions and runs concurrently with the thirty (30) day limits discussed in M. and N. above.

**DEBIT CARD TRANSACTIONS (CONSUMER ACCOUNTS ONLY).** Consumer accounts are those established by a natural person primarily for personal, family, or household purposes. Please refer to the separate disclosures provided to you for a description of how we handle errors relating to Electronic Funds Transfers.

**O. FEES AND CHARGES.** You agree to pay all service fees charged by WEST BANK in connection with your deposit account. These fees will be deducted from your deposit account without notice to you. WEST BANK will not be liable for dishonoring any item(s) because of non-sufficient funds resulting from the proper deduction of fees. Service charge and fee schedules are provided before a deposit account is opened and are a part of this Agreement. The schedules are subject to change by WEST BANK. However, you agree that if there are changes to the schedule(s) we will only send you notification of those changes. We will not send you the entire Agreement, unless something more than the service charge or fee schedule(s) have been changed and notice is required by law. The schedules are available on request, or on our website at <https://www.westbankstrong.com>.

**P. SETOFF AND SECURITY INTEREST.** You agree that WEST BANK has a "security interest" in your deposit account. If you owe WEST BANK money (for example, as a borrower or guarantor on a loan, or because of unpaid fees) WEST BANK also has the right to "setoff" against the money in any/all of your deposit account(s) (unless otherwise prohibited by law), and use it to pay the money you owe now or in the future. WEST BANK may setoff against your funds even if it results in the deposit account having insufficient funds to honor all of the item(s) presented. If the deposit account is a joint account, each joint tenant agrees that WEST BANK may use the money in the account to pay individual debts owed to WEST BANK by any other joint tenant(s). The security interest in the deposit account is in addition to any other right of setoff held by WEST BANK. WEST BANK does not have to give you notice prior to exercising this right of setoff. WEST BANK may exercise its setoff rights against any account that you own or have rights to at WEST BANK.

**Q. LEGAL ACTIONS AGAINST YOUR ACCOUNT.** WEST BANK must comply with all legal actions directed against your deposit account. This includes court-ordered seizures, forfeitures, garnishments, subpoenas and demands for information, and administrative levies or liens. If your deposit account is subject to such action, WEST BANK will not be liable for any sums it may be required to pay from (or freeze in) your account, even if it results in non-payment of items due to non-sufficient funds. You agree to pay WEST BANK's expenses and fees, including reasonable attorneys' fees, caused by legal actions taken against your deposit account(s).

**R. DORMANT ACCOUNTS.** Deposit accounts which are inactive for a long period of time will be considered "dormant." A checking account is dormant if there has been no deposit or withdrawal activity, and no other communication from the owner, for at least one year. A savings account is dormant if there has been no deposit or withdrawal activity, and no other communication from the owner, for at least two years. Dormant accounts are still subject to proper deduction of service charges and fees. Deposit accounts which are dormant for three years may be considered abandoned property by the State of Iowa or the State of Minnesota, and may be turned over to the appropriate State.

**S. DEATH OR INCAPACITY.** In the event of your death, or if you are no longer able to attend independently to your affairs, WEST BANK may continue to accept, pay or collect items until it becomes aware of your death or incapacity, and has a reasonable amount of time to act on that knowledge.

**T. INTEREST RATES.** Interest rates, annual percentage yields, minimum balances, and method of payment on interest-bearing accounts vary and are set from time to time by WEST BANK in accordance with applicable laws and regulations. A schedule of annual percentage yields and payment methods is provided when a deposit account is opened and is available upon request.

**U. TRANSACTION LIMITATIONS.** For savings accounts and money market accounts, you may not make more than 6 withdrawals or transfers to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, per statement cycle (usually monthly.) If you violate this term during three (3) separate statement cycles (whether consecutive or not) in a twelve (12) month period, WEST BANK may, at its discretion, convert your account to one that is not subject to this limitation, or close your account. This limitation does not apply to payments automatically deducted from such an account to service a loan from WEST BANK or withdrawals made in-person, by mail, or via ATM.

**V. UNLAWFUL INTERNET GAMBLING.** In accordance with Federal law and regulations, WEST BANK will not allow customers to process restricted transactions such as those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful internet gambling.



W. CREDIT/CHECK REPORTS. You authorize us to obtain information about you, including a credit report, from third parties such as check report services and consumer reporting agencies. If you ask, you will be told whether a report was requested and, if so, the name and address of the credit reporting agency that furnished the report. We may request reports to update our file or to decide whether to continue our relationship with you. If we decline to open an account or provide any services based on information we receive, we will provide you with the name and address of the company that provided that information.

X. CONSUMER REPORTING AGENCY. WEST BANK may report information about your account to consumer reporting agencies. This information includes, but is not limited to, overdrafts, any form of default, or other negative information.

Y. SYSTEMS AND SOFTWARE. WEST BANK shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems and/or the systems and software utilized by you to initiate or process banking transactions whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

Z. DISPUTE RESOLUTION AND LIMITATIONS ON ACTION. You and WEST BANK agree that any dispute between you and WEST BANK resulting from this Agreement, or any document incorporated by reference into this Agreement, will be adjudicated in the Iowa District Court for Polk County. You and WEST BANK also agree to waive any right to a jury trial of any claim arising under this Agreement or any document incorporated by reference into this Agreement.

As long as WEST BANK has performed as provided under the terms of this Agreement set forth above you agree to indemnify WEST BANK for costs and expenses, including reasonable attorney's fees incurred as a result of any dispute related in any manner to this Agreement or any document incorporated by reference into this Agreement.

Except as specifically stated elsewhere in this Agreement, all claims based on or for an alleged breach of this Agreement must be brought within three (3) years of the incident giving rise to the claim. For avoidance of doubt, this provision does not supersede or alter any specific limitations period provided elsewhere in this Agreement. However, this provision is not intended to extend a shorter statute of limitation that may be provided by a specific statute that governs a particular transaction or claim.

MEMBER FDIC  
[www.westbankstrong.com](http://www.westbankstrong.com)  
24-hour telephone banking  
515-222-0314 or Toll free at 1-866-815-7858

Customer Service:  
Central Iowa 515-222-2360 or 1-800-810-2301  
Eastern Iowa 319-351-4121  
Rochester 507-252-2970