



# **Deposit Account Rules**



## DEPOSIT ACCOUNT RULES

**1. Accounts.** These Rules apply to all deposit accounts established by you with us at this time and at any future time, subject to our right to amend these Rules from time to time. Accounts subject to these Rules include, but are not limited to, savings accounts, checking accounts, NOW accounts, certificates of deposit, and money market deposit accounts and other deposit accounts we offer. These Rules apply to all depositors establishing such accounts. In these Rules, the terms "you" and "your" refer to each depositor, and the terms "us", "we", and "our" refer to the Bank. Terms not defined in these Rules have the meanings assigned to them in the Wisconsin Uniform Commercial Code.

**2. Account Designation Cards.** When you open your account, you will sign an account designation card or similar document evidencing the account by written or electronic means acceptable to us. This will give us your name, your tax payer identification number and other information. We will treat this information as correct until you submit a written change to us.

**3. Deposits.** Unless otherwise stated in a funds availability policy, if you deposit funds to your accounts on a nonbusiness day, after the close of business on any day, or if made to a night depository, we will treat the deposit as received by us at the opening of business on our next business day. All deposits, collections and transactions between us and you shall be governed by the Wisconsin Uniform Commercial Code, as modified by the bylaws and rules of any clearinghouse association of which we are a member and our Funds Availability Policy. We reserve the right to refuse to accept deposits or specific items for deposit. We also reserve the right to limit the minimum or maximum balance that may be maintained in your accounts and the number of deposits and items deposited. You agree that any item (including without limitation a remotely created check) you deposit (and any interest accrued on that deposit) or for which you receive cash that is returned to us by the depository institution on which it was drawn unpaid or paid but subsequently returned may be charged against any account you have with us regardless whether the other depository institution returned the item by electronic or other means before its midnight deadline and even if such chargeback creates an overdraft. If we receive notice that an item you deposited will be returned, we may place a hold on funds in the account to which that item was deposited and apply such funds against the item to be returned. If there are insufficient funds in that account for us to place a hold on, we may place a hold on funds in any of your accounts with us. We may also place a hold on funds, reverse payment of an item from your account or reverse credit of a deposit into your account if we believe that a transaction with which you are involved is subject to fraudulent or criminal activity. To the extent not prohibited by applicable law, you agree to pay any reasonable attorneys' fees that we incur with regard to your fraudulent or criminal activity. We are not required to give you prior notice of any action that we take with regard to any item unless notice is required by applicable law. You waive notice of nonpayment, dishonor or protest for any item you deposit

for credit or collection or that we pay you in cash unless notice is required by applicable law.

If you deposit a remotely created check as defined in 12 CFR 229.2(fff), you warrant that the person on whose account the check is drawn authorized the issuance of the check in the amount stated and to the named payee.

You agree that we may re-present any item without notice to you and that we may charge a fee for such re-presentation as set forth in our schedule of fees.

You agree that any item you deposit that is returned unpaid due to a missing endorsement may be reprocessed by us at our discretion and without notice to you if the form of endorsement required may be supplied by us. You agree to comply with the endorsement zone restrictions established by us. Until further modified by us, you may endorse any check for deposit by signing the back of the check in the area within 1-1/2 inches of the trailing edge of the check. (The trailing edge is the left side of the check looking at it from the front.) If you write or mark anywhere on the back of any check other than within this area, you will be responsible to us for any losses to us which are caused by these writings or marks.

You understand that we may convert the information on your check to electronic format and may present the check electronically to other financial institutions, a process called check truncation. We may also convert the electronic information back into paper format, a process called reconversion. Because we may truncate and/or reconvert your check, some security features of your checks may not survive the truncation/reconversion process. Some check stock may create programming and other errors during the truncation process. Therefore, we may request that you use the check stock we provide or that you use checks sold by vendors approved by us. If we request you to do so, you agree to use only check stock that we provide to you or from a vendor approved by us. You also agree to use only black or blue ink when writing checks if we ask you to do so. If we make either of these requests and you fail to comply, you will be liable to us for any errors caused by your failure to use our check stock or check stock approved by us or black or blue ink.

We reserve the right to handle any item as a collection item. If we take an item for collection, we act only as your collection agent. We are not responsible for an item lost while not in our possession. We are not responsible for any deposit made using our night depository service or sent to us by mail until we enter the deposit into our records.

You agree that you will not create and deposit any substitute checks without our prior written consent unless the substitute check has been indorsed by another bank. A "substitute check" is a copy of an original check that is the same as an original check for all purposes, including proving that you made a payment, if it includes an accurate copy of the front and back of the original check and contains the words: "This is a legal copy of your check. You can use it the same way as you would the original check."

You authorize us to initiate automated clearing house (ACH) credit entries to the accounts and to initiate, if necessary, debit entries and adjustments for any credit

entries made in error to the accounts. With respect to such entries as well as any other ACH debit entries, you agree to be bound by the rules of the National Automated Clearinghouse Association and the Wisconsin Automated Clearinghouse Association ("ACH Rules") in effect at the time of the transaction. Automated credit entries made to the accounts are provisional under the ACH Rules until we have received final settlement or otherwise have received payment. If we do not receive such settlement or payment, we are entitled to a refund of the amount credited to any account and the party making payment to you shall not be deemed to have paid you in the amount of such credit entry. Under the ACH Rules, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will notify you of the receipt of payments in the periodic statements we provide to you. Payment of electronic deposits may be made to a person or account on the basis of the identifying numbers provided by the sender even if the number identifies a person(s) different than the person(s) named by the sender. You acknowledge that you will not initiate ACH entries that violate that laws of the United States.

**4. Withdrawals.** When you are making a withdrawal, we may ask you for identification. If you lose any identification item, you should tell us immediately. You may withdraw funds by using forms furnished or approved by us and by any other method permitted by us. We may accept telephone, electronic or preauthorized orders from you to withdraw or transfer funds from your accounts and we may make such withdrawal or transfer pursuant to such instruction even if the withdrawals or transfers create overdrafts, as further explained elsewhere in these Rules. We may limit the number of, or refuse to permit these transfers. Federal law may limit transfers and withdrawals from the accounts and you agree to follow these restrictions or such other restrictions as may be imposed by Federal law from time to time. As of the preprinted date of these Rules, Federal law limits preauthorized and automatic transfers and withdrawals (including telephone transfers) from savings and money market accounts to 6 per statement cycle. For money market accounts, no more than 6 may be made by check, draft, debit card or similar order to third parties. Activity in excess of applicable restrictions may be grounds for closing an account or removing an account's transaction and check privileges. We also reserve the right to place additional limitations on the number of withdrawals or debits to the accounts.

If we have reason to believe that a dispute or uncertainty exists as to the rights, powers, duties or authority of any one of you or any other signer to an account or their successors, we may, but shall not be required to, refuse to permit withdrawals, pay items or recognize the authority of any signer (including any agent) until we are satisfied that the dispute or uncertainty is resolved. We will not be responsible for any damages you may suffer as a result of our refusal to allow you to make a withdrawal or pay an item due to the dispute or uncertainty.

We may pay an item drawn on an account which contains any authorized signature whether or not the form of the signature is the same as that shown on the account designation card or other account documents given to us. We

may return unpaid any item that does not contain a signature reflected on the account designation card you gave us unless you have communicated to us in advance of the presentation of the item that the item should be paid. You may request that we pay items drawn on the account which bear or appear to bear a facsimile of your signature. We may pay these items, whether or not they are in fact authorized by you, as long as the facsimile signature they contain resembles any specimen or sample facsimile signature which you have given to us. You also agree that we will not be responsible if we pay any item which has been forged, altered or counterfeited regardless of by whom, or by what means including electronic or photostatic copying, in a way that a reasonable person could not detect. You agree that if we take an item for processing for collection or payment by automated means, we are not required to manually examine the item. You agree that we do not fail to exercise ordinary care in paying an item solely because, at our discretion, our procedures do not require sight review of an item or may provide for sight review on a random basis or for items over a certain dollar amount.

Except as provided below with respect to postdated checks, our authority to process or pay any such item will not be limited or restricted in any way by legends, limitations, restrictions or other special instructions, such as "void after 6 months," written or printed on the item by you. Any such special instruction is void with respect to us and we will not be liable to you for processing or paying any item drawn on an account by reason of any such special instruction. We may, but are not required to, process or pay any item, other than a certified check, which is presented to us more than six months after its date.

You agree that we may refuse to cash a check (including but not limited to a substitute check) drawn on your account that is presented for payment by a payee or indorsee who is not a customer of ours. Alternatively, you agree that we may impose additional identification requirements on a payee or indorsee who is a non-customer of ours who presents for cashing an item drawn on your account and/or we may charge a fee to cash such item. If such person fails or refuses to supply the identifying information we request you agree that our refusal to cash the item is not considered wrongful dishonor.

Fees for postdated check notices are included in our fee schedules. We will not have a duty to act on a postdated check notice until you have given us both the number and the exact amount of the item as well as the date it was written and the name of the payee and we have had a reasonable opportunity to take action prior to payment of the item. The number and amount must be exactly correct to enable our computer system to match the item to your postdated check notice. We may return and not pay postdated items regardless of when we receive them. All oral notices will expire after 14 calendar days from the date we receive the notice unless you confirm the notice in writing to us at our address within the 14 day period. Written notices will be effective for six months from the date of the written notice unless you renew the notice in writing to us at our address for another six months.

On interest bearing accounts, we may, at any time, require

7 days prior written notice of your intent to withdraw funds from the accounts.

If we participate in an electronic check presentment program, we may receive an electronic "presentment notice" from a bank where a check which you have written was deposited or cashed. This means that that depository institution will be forwarding the check to us for payment. When we receive that depository institution's presentment notice, we may immediately charge your account for the amount of the check. If we determine that the check is not properly payable, we will return the check and recredit your account for the amount of the check.

You authorize us to debit your accounts for ACH debit entries to your accounts, including debit entries that are originated by payees that convert a check drawn by you on your account into an ACH debit entry to your account.

**5. Overdrafts.** If a check you write or any other transfer or withdrawal request is presented for payment, or if we otherwise receive notice of such check, transfer, or withdrawal request, and sufficient funds are not available in your account (due to insufficient funds, uncollected items, or otherwise) to cover the check, withdrawal or transfer, we may, at our option, either (1) make payment in accordance with such check, transfer or withdrawal request in any order convenient to us or (2) return the check, transfer or other withdrawal request unpaid, and, in either case, we will not be liable to you for doing so. If we choose to pay the check, transfer or withdrawal request, and we are reimbursed by an automatic advance from a line of credit or transfer authorization that you may have established with us, we will impose a fee in the amount disclosed by the documents evidencing the automatic advance authorization or line of credit, if any. If we choose to pay the check, transfer or withdrawal request and we are not reimbursed by an automatic advance from your line of credit or transfer authorization, we will impose an overdraft charge for each item in the amount disclosed in the statement of fees applicable to your account; in such case, you agree that you will, without demand, immediately deposit sufficient good funds to eliminate any overdraft and to pay the overdraft charge, or we may at our option withdraw funds from another of your accounts or deduct the overdraft from the next deposit to your accounts, including any deposit of benefit payments, such as Social Security or Supplemental Security Income payments, in the amount of the insufficiency and the overdraft charge or use any collection remedy. You are responsible for immediately reimbursing us for all overdrawn items and returned items, regardless of when or why returned, and for all overdraft charges and returned check charges. Having honored such checks or other debits in the past does not obligate us to do so in the future. If there are sufficient funds in an account to cover some but not all of your check, transfer or withdrawal requests from the account, we will allow those checks, transfer or withdrawal requests that can be paid, in any order convenient to us. We are not required to notify you if your account does not contain sufficient funds to pay all items plus applicable fees.

**6. Reversal.** You may have the right to reverse any debit to your account sent through the ACH system that was not

authorized by you in accordance with the ACH Rules. For consumer accounts, if you want to reverse a debit, this means you must give us a written statement under penalty of perjury within 15 days after you get information from us that reflects that debit. In your statement, you must declare and swear under oath that the debit was not authorized by you. If we receive your statement within the 15-day period, we will recredit your account for the amount of the payment. This right of reversal is in addition to any applicable right to stop payment. We may require you to submit written statements under penalty of perjury to us under other circumstances in which you want to reverse an ACH debit entry.

**7. Fees and Charges.** You agree to pay service, maintenance, withdrawal, overdraft, check printing, and other fees, charges and penalties in accordance with the applicable fee schedules established by us from time to time. You may obtain a schedule of interest, fees, and charges from our office. Our current schedule of fees and charges has been given to you in a separate disclosure statement. You also agree to pay us photocopy costs and hourly fees for complying with subpoenas or other legal orders or your requests. You authorize us to deduct these fees, charges, and penalties from your accounts without notice to you and even if they create an overdraft. You agree that we may charge a fee to a payee or indorsee on a check drawn on your account who is not a customer of ours and request identification satisfactory to us for cashing the check.

**8. Interest.** Interest bearing accounts will bear interest at annual rates which are calculated and compounded by such methods as we may establish from time to time. This rate may be dependent upon the balance in the accounts. Current rate information is available by phone and other means at any of our locations. Except as required by law, we reserve the right to pay interest only on collected balances and only from the date of collection, not to pay interest on accounts open for less than 90 days, and not to pay interest accrued but not credited at the time an account closes. We will not pay interest on accounts that do not meet eligibility requirements established by law.

**9. Records.** The balance or transaction amount shown on any receipt you receive may be checked against our records. If there is an error, it will be corrected and you will be notified. Our records will prevail if there is a difference between the amounts shown on your receipt and our records.

**10. Statements/Notices.** Unless an account is evidenced by a passbook, we will mail or make available to you a periodic statement of the accounts. Periodic statements and notices, if any, will be mailed to any one of you at the current address in our files, unless another method of delivery has been agreed to by us. If no transaction occurs, other than the crediting of interest or if a statement is undeliverable, we may discontinue providing statements. Based upon the type of account you select or our receipt of instructions from you, your checks may be retained by us or others in the check collection process and not returned to you with your statements or we may return to you original or substitute checks. If we or others retain your original or substitute checks, the original or substitute checks or copies of optical images of them will be available for a period of 60 days after

posting them to your accounts. After 60 days, we may destroy the original or substitute checks or copies of optical images and use reasonable care to maintain legible records for 7 years after receipt of the original or substitute check or optical image during which time you may examine the records. Photocopies are available to you for a fee. Our responsibility for furnishing copies of items is limited to those items which are legible and available. All statements, notices, cancelled original or substitute checks and other items must be examined by you promptly upon receipt. You must notify us of an unauthorized or missing signature or alteration within 14 days after we send or make available to you your statement or original or substitute checks. If you fail to notify us within the time specified, you are precluded from asserting the unauthorized signature or alterations against us. Subject to paragraph 6 and other than an account problem as a result of a check's status as a "substitute check", you must also notify us of any other account problem, including an erroneous statement or passbook entry, unauthorized or missing endorsement or improper charges within 30 days of the date we mail or make available to you your statement and checks. These materials shall be deemed given when mailed by us. If the account problem is as a result of a check's status as a substitute check, you must notify us in writing within the time required by applicable law.

If an account is evidenced by a passbook, we will allow transactions on the account by any account owner, without presentment of the passbook. The passbook is for record keeping purposes only and does not constitute evidence of authority to conduct transactions on the account or a complete record of the account.

**11. Individual Account.** If you open an individual account, only you have the right to withdraw. Upon your death, the account balance will be payable as determined under applicable state law.

**12. Joint Account.** If an account is designated as a joint account on the account records, sums on deposit are payable upon the request of any one of you or any survivor unless the account designation card indicates that the signature of more than one of you is necessary before sums on deposit are paid. The account designation card may indicate that a joint account requires the signature of two or more parties to the account before sums on deposit are paid. Each of you shall notify us of the death of the other. Unless indicated otherwise on the account designation card, each of you may make deposits and withdrawals, grant a security interest in or lien on the account to us and give notices and instructions concerning the account without the consent of the other, including but not limited to, instructions to close the account. However, we may require the consent of a joint owner for any transaction if we feel it is appropriate. Subject to an owner's right to close an account, unless indicated otherwise on the account designation card, no owner acting alone without our consent may terminate the right of any other joint owner by retitling the account. If an item is payable to any of you, we may permit each of you to endorse such item for cash or deposit to the account. If an item is payable to all of you, all of you must endorse the item for cash or deposit to the account. We have no duty to notify one of you

of the actions of the other. A withdrawal by one of you discharges our obligation to all of you with respect to the amount withdrawn unless the account designation card indicates that two or more signatures are required to withdraw funds from your account. If one joint owner dies, the account becomes the property of the surviving joint owner(s), subject to our security interest and right of set-off, and the surviving joint owner(s) is not required to survive the death by any specified period.

**13. Marital Account.** If an account is designated as a marital account on the account records, the account is payable to either of you during the lifetime of both of you and until we receive actual written notice of the death of any one of you from a survivor or representative or beneficiary of one of you. Upon the death of either of you, 50% of the sums on deposit belong to the survivor and 50% of the sums on deposit belong to the estate or other designated beneficiaries of the decedent, in accordance with Wisconsin law, subject to our security interest and right of set-off, and neither of you is required to survive the other by any specified period. Either of you may initiate transactions on the account, endorse for cash or deposit to the account any item payable to either or both of you, or give notice or instructions concerning the account. A withdrawal by one of you discharges our obligation to each of you with respect to the amount withdrawn. Each of you agrees to notify us of the death of the other.

**14. Payable on Death Accounts.** You may designate your account to be a "payable on death" ("P.O.D.") account by naming one or more P.O.D. Beneficiaries and completing the proper documents. You may also change or revoke the P.O.D. Beneficiary while you are alive by completing the proper documents. You have control of the funds in your account while you are alive. If you have an individual account, upon your death, all of the funds in your account will go to your P.O.D. Beneficiaries, subject to our security interest and right of set-off, and none of your P.O.D. Beneficiaries are required to survive the death by any specified period. If you have a joint account, both of you may jointly designate P.O.D. Beneficiaries and upon the death of the last surviving joint owner, the funds in the account will go to the P.O.D. Beneficiaries named on the account when the last owner dies, subject to our security interest and right of set-off, and none of the P.O.D. Beneficiaries are required to survive the death by any specified period. If you have a marital account, either of you may designate P.O.D. Beneficiaries to receive your interest in the account when you die in accordance with paragraph 13. We are not required to notify any Beneficiary of the existence of a POD account or any change or revocation in a POD Beneficiary designation.

**15. Organization Account.** We will require a separate authorization document designating the person(s) authorized to make and conditions required for withdrawals from any account in the name of a legal entity such as a partnership, corporation or other organization. We will honor such authorization according to its terms until we receive written notice that it is amended or terminated by the governing body of such organization. Generally, federal law limits the availability of NOW accounts to individuals, sole proprietorships, nonprofit organizations operated primarily for

religious, philanthropic, charitable, educational, political or other similar purposes, governmental units and funds held in a fiduciary capacity. If you have requested such an account you represent to us that you satisfy the eligibility requirements, and that you will not assign the account to any person who does not satisfy the eligibility requirements.

**16. Agent.** Subject to compliance with our procedures, all of you acting jointly may designate one or more agents with such authority to act with respect to your accounts as is authorized in the document designating the agent. Any designation of agent shall be executed in a document approved by us and shall be deemed an agency relationship governed by Chapter 705, Wis. Stats. We reserve the right to not recognize the power of an agent to act for you if the designation of agent is not made pursuant to a document we approve. We may, on a case-by-case basis, require an original power of attorney or your or your agent's signature to be notarized. We may also, on a case-by-case basis, place additional limits on your agent's authority to transact business on your account. We accept no responsibility or obligation to supervise or review the use of accounts by agents.

**17. Stop Payment Orders.** When placing a stop payment order, you agree to indemnify us and hold us harmless for all expenses, costs, and attorneys' fees incurred by us due to our refusal to pay the item. Fees for stopping payment are included in our fee schedules. Under the law, there are some situations where a check can be enforced against you even though you ordered us to stop payment. We will not have a duty to stop payment until you have given us both the number and the exact amount of the item as well as the date it was written and the name of the payee and we have had a reasonable opportunity to take action prior to the earlier of our payment of it or one hour after the opening of the next business day after the business day we receive it. Except as provided below for verbal orders, an order is effective for six months, unless you renew the notice, in writing within that time, for another six months. At our option we may continue stop payment orders beyond these time periods unless cancelled by you. A verbal order is effective for 14 days, unless confirmed in writing within that time. Stop payment orders received after regular banking hours or on a Saturday, Sunday or federal holiday shall be deemed received at the opening of business on the next business day (Monday through Friday, exclusive of federal holidays). The number and amount must be exactly correct to enable our computer system to match the item to your stop payment order. Stop payment orders must be received at our location where the account is held. If you have preauthorized us to make payments out of an account, stop payment orders must be received by us at least 3 business days before the payment is scheduled to be made. If you have authorized a series of charges to your account by a particular company and wish to cancel that authorization, you must notify the company in writing that you are cancelling the authorization.

If we pay the check or debit despite your timely stop payment order, the payment will stand unless you show us the check or debit was unenforceable. If we recredit your account after paying a check or debit over a valid and timely

stop payment order, you agree to sign a statement describing the dispute with the payee, to transfer to us all of your rights against the payee or other holder of the check, and to assist us in legal action taken against that person. A stop payment order will be released only upon written request from the account owner who authorized the stop payment order to be placed.

**18. Official Bank Checks.** If you ask us to stop payment on a lost, destroyed or stolen cashier's check, teller's check or certified check on which you are the remitter or the payee or the drawer, we will require you to provide a written declaration of loss describing the item with reasonable certainty. We must be given a reasonable time to act on the declaration before the item is paid. Your claim is not enforceable until the 90th day after we issued or certified the check and until that time we will pay the check to any person entitled to enforce it. Our payment of a check to a person entitled to enforce it discharges us of all liability with respect to the check. Such person may have a claim against you after the 90th day and after we have paid you.

**19. Substitute Check Expedited Recrediting Process.** If you believe that you have lost money because you received a substitute check, you may have the right to file a claim for an expedited refund. If you have the right to file a claim, we will investigate your claim and will notify you whether we have refunded to your account the amount of your claim. The claim must be in writing and must contain certain information required by applicable law to help us investigate your claim and must be received by us within the time periods required by applicable law. If you make an oral substitute check expedited recredit claim within forty days of the date we mailed your substitute check or the account statement showing that the substitute check was posted to your account, whichever is later, you must notify us in writing of your claim for an expedited recredit within ten business days after the banking day on which we received your timely oral claim.

**20. Cutoff Hour For Checks.** Any knowledge, notice, stop payment order or legal process comes too late to modify our right or duty to pay a check or charge your account for the check if received by us after one hour after the opening of the next business day after the business day on which we received the check, or prior to that time if we do not have a reasonable time to act upon the knowledge, notice, stop payment order or legal process.

**21. Inactive Accounts.** If no deposits or withdrawals are made or if you do not write to us indicating an interest in an account for 5 consecutive years, the account may be presumed abandoned and paid to the State as required by law.

**22. Lost Checks or Access Device.** You agree to notify us promptly, verbally and in writing, of any suspected loss, theft, disappearance, or unauthorized use of any card, code, check, passbook, receipt or certificate permitting access to or evidencing your accounts. Until receipt of such notice, we shall not be liable for payments made except as otherwise provided by law to any person presenting any of the above described codes, access devices, instruments or documents. We may permit withdrawals by you or issue new evidence of

an account on such conditions as we may require. We may require a waiting period or proof by affidavit of the loss, theft, destruction, or unauthorized use. We may also require a bond of indemnity in any amount satisfactory to us against all claims and expenses that we may incur.

**23. Use of Access Devices.** We may provide you with personal identification numbers, access codes or encryption devices or passwords ("access devices") in connection with your accounts. If anyone uses the access devices with your permission, or you voluntarily give your access device to someone you will be responsible for any charges made to the account even if you did not authorize a particular transaction. You agree to safely keep the access devices and not to record the access devices or otherwise disclose or make the access devices available to anyone other than authorized users of your account.

**24. Transfer/Assignment Restrictions.** Your accounts are not transferable or assignable without our prior written consent. Notice to us of a claim or interest, including without limitation, a security interest, in an account has no effect upon our rights and duties with respect to the account, and in the absence of our express agreement to the contrary or our receipt of an order of a court or administrative agency of appropriate jurisdiction, we shall not be required to abide by the terms of the notice or any instructions given to us in connection with such a claim or notice.

**25. Disclosure of Information/Legal Process.** We may disclose information about you and your accounts or transactions on your accounts (a) to third parties where it is necessary for completing transfers or tracing transactions, or resolving errors or claims; (b) to verify or disclose the existence, amount or condition of your accounts for third parties, such as credit bureaus, merchants, or other financial institutions; (c) pursuant to court orders and other legal process; (d) to comply with subpoenas, summonses, search warrants or requests from government agencies; (e) to comply with state or federal laws requiring us to provide information regarding depositors and their accounts to governmental agencies; (f) to other companies affiliated with us as provided below; (g) to others with your consent; and (h) otherwise in accordance with our privacy policy we provide to you. **We may share information bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living with our affiliates unless (1) you direct us at the address disclosed on the back cover that such information is unrelated to your transactions or experiences with us and may not be shared by us with our affiliates (2) the information constitutes "medical information" as defined under applicable federal law, or (3) the information when provided to an affiliate would constitute a "consumer report" under applicable law.**

We shall not be liable to you for honoring garnishments, levies, or other legal process received by or served upon us which, in our opinion, apply or may apply to your accounts. Notice of such disclosure or process will be provided to you only when required by law. Any such process is subject to our security interest and right of set-off.

You authorize us to obtain information concerning your

credit standing if you establish any account with us that is subject to withdrawal by check, draft, card or similar items, or from which you make electronic transfers or preauthorize transfers. You also authorize us to obtain information or make inquiries about you in connection with opening, maintaining or closing your account with us or offering other services to you.

**26. Change of Address or Name and Notice.** You agree to advise us promptly, in writing, of any change of address or name. Notice from us to any one of you, whether such notice is by mail to the address maintained with us for the accounts or otherwise, shall constitute notice to all persons having any interest in the accounts. We will retain any mail returned to us as undeliverable for a period of sixty days and may after that time destroy such mail.

**27. Taxpayer Identification Number.** You agree to provide us with your Taxpayer Identification Number (TIN) and certify its authenticity before your accounts are opened or provide us with evidence of exemption satisfactory to the IRS. Unless we receive your certified TIN, we reserve the right to refuse to accept your initial deposit, pay interest on the balance, or permit withdrawals. Interest paid prior to receipt of your certified TIN will be subject to back-up withholding under IRS regulations.

**28. Termination.** We reserve the right to close your accounts, with or without cause, at any time. You are responsible for any fees, charges or penalties and for the amount of any checks which are in process at the time your account is closed. You may, at any time, close the accounts after we have received notice and have had a reasonable opportunity to act on it. We may hold funds in your account to pay any of your outstanding debits before closing your account. If your account balance is zero, we may consider your account closed and we will have no further obligation to accept deposits or pay any items.

**29. Set-off/Reimbursement.** To the extent not prohibited by law, we have the right to set-off against all or any part of the accounts balances held in your name, either individually or jointly with another person, any debt any of you may owe us (without regard to the frequency or minimum amount limits). This right applies even if one or more of you with the right of withdrawal is not obligated to us on the debt. You agree to pay us immediately for any debt any of you owe us under this Agreement and we may use any legal remedy available to us to recover such amounts.

**30. Direct Deposits.** If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government or any other person making a direct deposit, for any reason, you authorize us to deduct such amount 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 such amount.

**31. Wire Transfers.** If any portion of any wire transfer from or to your account is carried through Fedwire, our mutual rights and obligations will be governed by Regulation J of the Federal Reserve Board.

**32. APY Notice.** Annual Percentage Yield (APY) assumes interest will be credited and compounded as disclosed in this

brochure and that interest will not be withdrawn.

**33. Daily Balance Method.** Bank uses the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**34. Accrual of Interest on Noncash Deposits.** Interest begins to accrue no later than the business day we receive credit for the deposit of non-cash items (e.g. checks).

**35. Minimum Account Balance.** All customer accounts must maintain a balance of at least \$50.00 or more to remain open (excluding minor savings accounts).

**36. Variable Rate Accounts.** All interest earning deposit accounts at the bank (except NON-Bump Rate Certificates of Deposit and Fixed IRA Investments) are variable-rate accounts.

**37. Accrued Interest.** any accrued interest will be credited to the account at the time an account is closed. Some exceptions may apply.

**38. Reporting of Earned Interest.** Interest earned during a calendar year is reported to the IRS according to the Tax Identification Number (TIN) on file at the end of the reporting year. Any account earning \$10 or more in interest will receive a 1099 for the amount of interest received. 1099 forms are mailed to accountholders no later than January 31st following the tax year. Accounts without a TIN may be subject to back-up withholding as required by federal regulations.

**39. Combined Statements.** Combined statements are available upon request. Contact the Accounting Department for set up.

**40. General.** All transactions on your accounts shall be subject to applicable federal and internal Wisconsin laws and regulations, except to the extent such state laws are preempted by federal laws, these Rules and any other rules or agreements governing or referring to the accounts, including but not limited to, powers of attorney, payable on death designations, account agreements, overdraft agreements, debit card rules, account designation cards, certificates of deposit, IRA, Keogh and similar agreements, funds availability rules, and depository agreements. Your account may be subject to other terms printed on account designation cards, account agreements, certificates of deposit, internet, electronic or phone banking agreements or other agreements applicable to your account with us. In cases of inconsistency or conflict between the other rules or agreements and these Rules, the other rules or agreements governing or referring to the accounts will control.

To prevent check forgeries, we may from time to time offer you various fraud detection programs or services. You understand and agree that if you decided not to implement a check fraud detection program or service available to you, you will not assert any claim against us that could have been prevented if you had implemented such program or service.

**41. Amendment.** From time to time, we may amend or change interest rates, these Rules, and our fees and service charges. Amendments or changes shall be effective after any of the following: (a) notice of amendment or change is mailed or delivered to your current address in our files, or (b) notice of amendment or change is posted in the lobbies of our offices for a reasonable period of time. These terms and

conditions will also be changed by the terms of any written supplements, regulations, or agreements given to you at the time of account opening before or after the change, at our option and subject to applicable law. Your continued use of your account after the effective date of any amendments or changes to the rules governing your account is deemed to show your acceptance of such amendments or changes. A change in our interest rates, fees or service charges does not constitute an amendment of these Rules.

**42. Agreement.** When you open an account with us, each of you, by signing the account designation card, agrees to be governed by these Rules. These Rules take the place of any other account rules you may have received from us prior to this date. Each of you agrees to hold us harmless for any action of the other concerning the account. Each of you agrees to be jointly and severally liable for fees, charges, overdrafts and any other debts relating to the account and any account deficit resulting from fees and charges, overdrafts and any other debts relating to the account whether caused by you, another person authorized to withdraw from the account, or a third party claiming an interest in the account, together with the costs we incur to collect the deficit including, to the extent not prohibited by law, our reasonable attorneys' fees, regardless of whether you benefited from the transaction or initiated the transaction.

**43. Liability.** We are not liable to you for any claims, damages or expenses in connection with these Rules if such claims, damages or expenses result from causes beyond our control. Examples of such causes are computer and equipment failures, outages or downtime and delays in processing items, credits or debits due to causes other than our negligence. We are not liable to you for any consequential damages you incur except for wrongful dishonor or as otherwise provided by applicable law.

**44. Waiver.** Each of the rights, remedies and benefits provided by these Rules are cumulative and do not exclude any rights, remedies and benefits allowed by law. We do not give up any rights under these Rules by delaying or failing to exercise them. In the event a court of law finds any of these Rules are unenforceable, the remaining Rules will remain in effect.

**45. Bank of Sun Prairie Privacy Policy Notice**

This Notice is intended to describe how we collect, maintain and disclose customer information. This Notice may be amended from time to time in our discretion. If you have any questions, comments or complaints about the privacy of information about you, please contact us at Bank of Sun Prairie 608-837-4511 (Sun Prairie) or 608-839-3977 (Cottage Grove) by phone. You may also contact us by mail at Bank of Sun Prairie, P.O. Box 29, Sun Prairie, WI 53590.

We collect nonpublic personal information about you from the following sources:

- Information we receive from you on applications or other forms;
- Information about your transactions with us or others; and
- Information we receive from a consumer reporting agency.

We do not disclose any non public personal information

about you to anyone, except as permitted by law.

We may disclose all of the information we collect, as described above, to companies that perform marketing services on our behalf or to other financial institutions with whom we have joint marketing agreements.

If you decide to close your account(s) or become an inactive customer, we will adhere to the privacy policies and practices as described in this Notice.

We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

#### **46. Funds Availability Policy.**

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

#### **Determining the Availability of a Deposit**

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit on a business day that we are open (or before 6:00 pm through an ATM), we will consider that day to be the day of your deposit. However, if you make a deposit after the close of business (or after 6:00 pm through an ATM) or on any day that we are not open, we will consider that deposit was made on the next business day we are open.

#### **Deposits at Automated Teller Machines**

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we do not own or operate will not be available until the second business day after the day of your deposit. This rule does not apply at ATMs that we own or operate.

(A list of our ATMs is on the back cover. All ATMs that we own or operate are identified as our machines.)

#### **Longer Delays May Apply**

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the ninth 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 \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the second business day after the day of your deposit for local checks and on the fifth business day after the day of your deposit for non-local checks.

#### **47. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT**

**To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.**

**What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.**

#### **48. EFT Disclosure**

See "Electronic Funds Transfer Rules"



## **24 HOUR BANKING OPTIONS**

- **Internet Banking**

[www.bankofsunprairie.com](http://www.bankofsunprairie.com)

- **PAL (Private Access Line)**

Toll-free at  
1-866-726-4309

- **ATM Locations:**

- Bank of Sun Prairie  
228 E. Main Street, Sun Prairie
- Bank of Sun Prairie  
550 Broadway Drive, Sun Prairie
- Prairie Athletic Club  
1010 N. Bird St, Sun Prairie
- Cottage Grove Market Place  
419 W. Cottage Grove Road, Cottage Grove

### **In Sun Prairie:**

228 E. Main St. • 550 Broadway Dr. • 119 Wilburn Rd.  
608/837-4511 • 608/251-7335  
1-800-707-8083

### **In Cottage Grove:**

419 W. Cottage Grove Rd.  
608/839-3977 • 608/251-3977  
[www.bankofsunprairie.com](http://www.bankofsunprairie.com)  
Member F.D.I.C.

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