



Banterra[®]

**Banterra Bank
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TERMS AND CONDITIONS OF YOUR ACCOUNT

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 (for individuals), and other information that will allow us to identify you. We may also ask to see your driver's license (for individuals) or other identifying documents.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Illinois and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

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

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

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

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

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

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

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

record them. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit, and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

WITHDRAWALS -

Generally - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

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

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

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

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

See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the time we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

A temporary debit authorization hold affects your account balance - On debit card purchases, merchants may request a temporary hold on your account for a specified sum of money when the merchant does not know the exact amount of the purchase at the time the card is authorized. The amount of the temporary hold may be more than the actual amount of your purchase. Some common transactions where this occurs involve purchases of gasoline, hotel rooms, or meals at restaurants. When this happens, our processing system cannot determine that the amount of the hold exceeds the actual amount of your purchase. This temporary hold, and the amount charged to your account, will eventually be adjusted to the actual amount of your purchase, but it could be three calendar days, or even longer in some cases, before the adjustment is made. Until the adjustment is made, the amount of funds in your account available for other transactions will be reduced by the amount of the temporary hold. If another transaction is presented for payment in an amount greater than the funds left after the deduction of the temporary hold amount, that transaction will be a nonsufficient funds (NSF) transaction if we do not pay it or an overdraft transaction if we do pay it. You will be charged an NSF or overdraft fee according to our NSF or overdraft fee policy. You will be charged the fee even if you would have had sufficient funds in your account if the amount of the hold had been equal to the amount of your purchase.

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts

under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

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

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

OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

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

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

Joint Account - No Survivorship (As Tenants In Common) - This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-On-Death Account - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

BUSINESS, ORGANIZATION AND ASSOCIATION ACCOUNTS - Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

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

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

TELEPHONE TRANSFERS - A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of "preauthorized transfers" during the month). Other account transfer restrictions may be described elsewhere.

AMENDMENTS AND TERMINATION - We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

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

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

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

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

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

ACCOUNT TRANSFER - This account may not be transferred or assigned without our prior written consent.

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

TEMPORARY ACCOUNT AGREEMENT - If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

SETOFF - We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

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

AUTHORIZED SIGNER (Individual Accounts only) - A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf.

The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

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

PAYMENT ORDER OF ITEMS - The law permits us to pay items (such as checks or drafts) drawn on your account in any order. To assist you in handling your account with us, we are providing you with the following information regarding how we process the items that you write. When processing items drawn on your account, our policy is to pay them in numerical sequence. Generally, ATM withdrawals, debit card purchases, and ACH items are paid first followed by checks in check number sequence. The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. There is no policy that is favorable in every instance. If the smallest items are paid first, you may have fewer NSF or overdraft fees, but the largest, and perhaps more important items (such as rent or mortgage payments) might not be paid. If an item is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere. By paying items in numerical sequence, we think our policy attains a reasonable balance between minimizing additional cost to you and paying your more important items. We encourage you to make careful records and practice good account management. This will help you to avoid writing checks or drafts without sufficient funds and incurring the resulting fees.

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

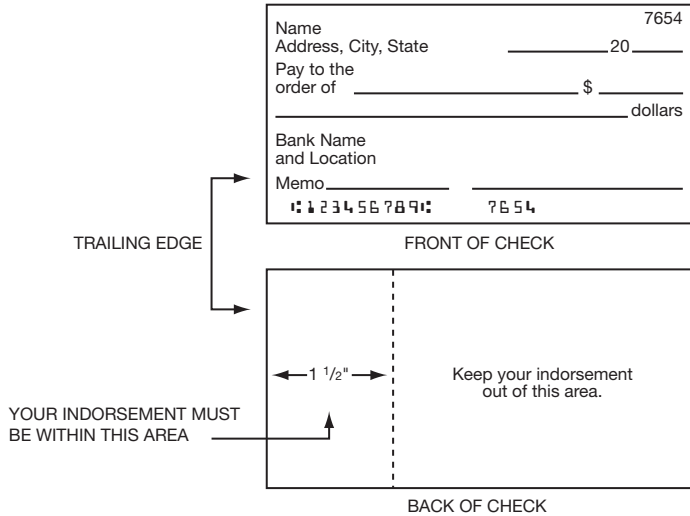
CHECK PROCESSING - We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains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

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

INDORSEMENTS - We may accept for deposit any item payable to you or your order, even if they are not indorsed by you. We may give cash back to any one of you. We may supply any missing indorsement(s) for any item we accept for deposit or collection, and you warrant that all indorsements are genuine.

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

CREDIT VERIFICATION - You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

LEGAL ACTIONS AFFECTING YOUR ACCOUNT - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

SECURITY - It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

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

Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, such as positive pay or commercially reasonable security procedures, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered, unless we acted in bad faith or to the extent our negligence contributed to the loss. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected.

TELEPHONIC INSTRUCTIONS - Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

MONITORING AND RECORDING TELEPHONE CALLS AND CONSENT TO RECEIVE COMMUNICATIONS - Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- Your consent is limited to your account, and as authorized by applicable law and regulations.
- Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device.

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

CLAIM OF LOSS - If you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

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

ADDRESS OR NAME CHANGES - You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

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

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

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

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

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

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

UNLAWFUL INTERNET GAMBLING NOTICE - Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

CHECKING/NOW SUB-ACCOUNTS - If you have a checking account, your account represents a Master Account consisting of a transaction sub-account and a savings sub-account. We may periodically transfer funds in the Master Account between the two sub-accounts. This process will not affect your available balance, interest earnings, your statement, or any of the other features of your account.

NOTICE OF NEGATIVE INFORMATION

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

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

We may report information about your account to credit bureaus. Late payments, missed payments or other defaults on your account may be reflected in your credit report.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

This Electronic Fund Transfer disclosure does not apply to any accounts other than consumer accounts, as defined by Regulation E.

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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

- **Preauthorized credits.** You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.
- **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic funds transfer to collect a charge in the event a check is returned for insufficient funds.

ATM Transfers - types of transfers and dollar limitations - You may access your account(s) by ATM using your Banterra VISA Debit Card and personal identification number, to:

- make deposits to checking, savings or money market account(s) with a debit card
- get cash withdrawals from checking, savings or money market account(s) with a debit card
 - you may withdraw no more than \$500.00 per day (online); \$100.00 per day (offline)
For Restart account holders, the daily ATM limit is \$300.00 per day (online), \$100.00 per day (offline).
- transfer funds between checking, savings and money market accounts with a debit card
- get information about:
 - the account balance of your checking, savings or money market account(s)
 - with a debit card

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

Types of Banterra VISA Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

- you may not exceed \$2,500.00 in transactions per day (online); \$1,000.00 per day (offline)
For Restart account holders, the daily POS limit is \$750.00 per day (online), \$100.00 per day (offline).

Currency Conversion and International Transactions.

(a) For point-of-sale (merchant) transactions using Visa network and ATM transactions using PLUS network. When you use your Banterra VISA Debit Card for this type of transaction and it settles in a currency other than US Dollars, the charge will be converted into the US Dollar amount. The currency conversion rate used to determine the transaction amount in US Dollars is either a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself

receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or posting date.

Visa USA charges us a 1% International Service Assessment on all international transactions regardless of whether there is a currency conversion. As a result, we will charge you a 1% international transaction fee on all international transactions. An international transaction is a transaction where the country of the merchant is outside the USA.

(b) For ATM transactions using CIRRUS and MAESTRO networks. When you use your Banterra VISA Debit Card for this type of transaction and it settles in a currency other than US Dollars, Mastercard®/Cirrus will convert the charge into a US Dollar amount. The Mastercard/Cirrus currency conversion procedure includes use of either a government-mandated exchange rate, or a wholesale exchange rate selected by Mastercard/Cirrus. The exchange rate Mastercard/Cirrus uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

Mastercard/Cirrus charges us a Currency Conversion Assessment of 20 basis points (.2% of the transaction) for performing the currency conversion. In addition, Mastercard/Cirrus charges us an Issuer Cross-Border Assessment of 90 basis points (.9% of the transaction) on all cross-border transactions regardless of whether there is a currency conversion. As a result, we will charge you a currency conversion fee of .2% of the transaction if there is a currency conversion and a cross-border transaction fee of .9% of the transaction. The cross-border transaction fee is charged on all cross-border transactions regardless of whether there is a currency conversion. A cross-border transaction is a transaction processed through the Global Clearing Management System or the Mastercard Debit Switch in which the country of the merchant is different than the country of the cardholder.

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

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

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

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

Computer Access Plan Transfers - types of transfers - You may access your account(s) by computer through the internet by logging onto our website at www.banterra.com and using your personal identification number and password, to:

- transfer funds between checking, savings and money market accounts or to loans
- make payments from checking to third parties (Bill Pay)
- get information about:
 - the account balance of checking, savings or money market account(s)
 - deposit history of checking, savings or money market accounts
 - withdrawal history of checking, savings or money market accounts
 - transaction history
 - account balance of certificates of deposit

Transactions made online before 5:00 P.M. CT Monday through Friday (excluding holidays) are posted to that day's activity. All transactions after 5:00 P.M. CT will be posted on the next business day.

Mobile Banking Transfers - types of transfers - You may access your account(s) through the browser on your cell or mobile phone at www.banterra.com or by downloading our mobile banking app and using your personal identification number and password, to:

- transfer funds between checking, savings and money market accounts or to loans
- make payments from checking to loan account(s) with us
- make payments from checking to third parties (Bill Pay)
- get information about:
 - the account balance of your checking, savings or money market account(s)
 - deposit history of checking, savings or money market accounts
 - withdrawal history of checking, savings or money market accounts
 - transaction history
 - account balance of certificates of deposit
- deposit checks to your account (Remote Deposit)

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

FEES

- We do not charge for direct deposits to any type of account.
- We do not charge for preauthorized payments from any type of account.

- A \$3.00 fee will be assessed for each foreign ATM transaction (ATM transactions at terminals owned by other institutions).
- No charge for transactions at a Banterra Bank ATM or for prearranged transfers for payment to or from third parties.
- A charge of \$5.00 will be assessed to replace a lost or stolen card.
- Special handling fee of \$35.00 if you choose to have a card or PIN delivered overnight.

Except as indicated elsewhere, we do not charge for these electronic fund transfers.

ATM Operator/Network Fees. When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

DOCUMENTATION

- **Terminal transfers.** You can get a receipt at the time you make a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- **Preauthorized credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-866-BANTERRA (266-8377) to find out whether or not the deposit has been made.
- **Periodic statements.**
 - You will get a monthly account statement from us for your checking and money market accounts.
 - You will get a monthly account statement from us for your savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

PREAUTHORIZED PAYMENTS

- **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here is how:

Call or write us at the telephone number or address listed in this disclosure in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.

- **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

FINANCIAL INSTITUTION'S LIABILITY

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

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

CONFIDENTIALITY

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

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

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

• **Generally.** Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

• **Additional Limit on Liability for Banterra VISA Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Banterra VISA Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this disclosure. You should also call the number or write to the address listed in this disclosure if you believe a transfer has been made using the information from your check without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this disclosure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

We will determine whether an error occurred within 10 business days (5 business days for Banterra VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for Banterra VISA Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

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

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

BANTERRA BANK
ELECTRONIC BANKING DEPARTMENT
1404 U.S. ROUTE 45 SOUTH, P.O. BOX 291
ELDORADO, IL 62930
Business Days: Monday through Friday
Excluding Federal Holidays
Phone: 866-BANTERRA (226-8377)

MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

NOTICE OF ATM/NIGHT DEPOSIT FACILITY USER PRECAUTIONS

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

1. Prepare for your transactions at home (for instance, by filling out a deposit slip) to minimize your time at the ATM or night deposit facility.
2. Mark each transaction in your account record, but not while at the ATM or night deposit facility. Always save your ATM receipts. Don't leave them at the ATM or night deposit facility because they may contain important account information.
3. Compare your records with the account statements or account histories that you receive.
4. Don't lend your ATM card to anyone.
5. Remember, do not leave your card at the ATM. Do not leave any documents at a night deposit facility.

6. Protect the secrecy of your Personal Identification Number (PIN). Protect your ATM card as though it were cash. Don't tell anyone your PIN. Don't give anyone information regarding your ATM card or PIN over the telephone. Never enter your PIN in any ATM that does not look genuine, has been modified, has a suspicious device attached, or is operating in a suspicious manner. Don't write your PIN where it can be discovered. For example, don't keep a note of your PIN in your wallet or purse.
7. Prevent others from seeing you enter your PIN by using your body to shield their view.
8. If you lose your ATM card or if it is stolen, promptly notify us. You should consult the other disclosures you have received about electronic fund transfers for additional information about what to do if your card is lost or stolen.
9. When you make a transaction, be aware of your surroundings. Look out for suspicious activity near the ATM or night deposit facility, particularly if it is after sunset. At night, be sure that the facility (including the parking area and walkways) is well lighted. Consider having someone accompany you when you use the facility, especially after sunset. If you observe any problem, go to another ATM or night deposit facility.
10. Don't accept assistance from anyone you don't know when using an ATM or night deposit facility.
11. If you notice anything suspicious or if any other problem arises after you have begun an ATM transaction, you may want to cancel the transaction, pocket your card and leave. You might consider using another ATM or coming back later.
12. Don't display your cash; pocket it as soon as the ATM transaction is completed and count the cash later when you are in the safety of your own car, home, or other secure surrounding.
13. At a drive-up facility, make sure all the car doors are locked and all of the windows are rolled up, except the driver's window. Keep the engine running and remain alert to your surroundings.
14. We want the ATM and night deposit facility to be safe and convenient for you. Therefore, please tell us if you know of any problem with a facility. For instance, let us know if a light is not working or there is any damage to a facility. Please report any suspicious activity or crimes to both the operator of the facility and the local law enforcement officials immediately.

YOUR ABILITY TO WITHDRAW FUNDS

This policy statement applies to "transaction" accounts, but not to savings deposits. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Savings accounts and money market deposit accounts are examples of savings deposits. Feel free to ask us whether any of your other accounts might also be under this policy.

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

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before the branch closes on a business day we are open, we will consider that day to be the day of your deposit for all branches except our Marion, Illinois Kroger branch where the cutoff time is 5:00 pm CT on business days. However, if you make a deposit after these cutoff times or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at a Banterra interactive teller machine (ITM) before 4:00 P.M. CT on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at a Banterra ITM after 4:00 P.M. CT or on a day we are not open, we will consider that the deposit was made on the next business day we are open. Deposits made after 4:00 P.M. CT at interactive teller machines (ITMs) owned and operated by Banterra Bank (as noted on the ITM) are also considered to be deposited on the following business day. The cutoff time for automated teller machines (ATMs) owned and operated by Banterra Bank is 2:00 PM CT.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

LONGER DELAYS MAY APPLY

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, will be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

You deposit checks totaling more than \$5,525 on any one day.

You redeposit a check that has been returned unpaid.

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

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

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

SPECIAL RULES FOR NEW ACCOUNTS

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 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 \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 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 ninth business day after the day of your deposit.

DEPOSITS AT AUTOMATED TELLER MACHINES

Funds from any deposits (cash or checks) made at automated teller machines (ATMs) we own or operate will not be available until the first business day after the day of your deposit.

All ATMs that we own or operate are identified as our machines.

TRUTH-IN-SAVINGS DISCLOSURE

BANTERRA GREEN ACCOUNT

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$5.00 will be imposed every statement cycle if the balance in the account falls below \$500.00 any day of the cycle.

The monthly service charge fee will also be avoided if you maintain a \$2,500.00 combined average balance in this account, identified checking, savings and money markets or in certificates of deposit and/or IRAs. The CD minimum balance equals the current balance at the beginning of each statement period.

The fee will also be waived if you make two direct deposits per statement cycle, or eight Banterra Visa Debit Card purchases per statement cycle.

The fee will also be waived for:

- Military personnel (with proof of military status)
- Students (age 24 or younger with proof of student status)
- Customers age 60 or over (primary or secondary owners of the account must be age 60 or over)

Fees:

No charge for online statements, but a \$1.00 monthly fee for requested paper statements if you elect online banking.

BANTERRA INTEREST PLUS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.
Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

The interest rate and annual percentage yield for your account depend upon the applicable rate tier.

The tiers are as follows:

Tier 1 - \$50,000.00 and over

Tier 2 - \$25,000.00 - \$49,999.99

Tier 3 - \$2,500.00 - \$24,999.99

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

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

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle.

The monthly service charge fee will also be avoided if you maintain a \$20,000.00 combined average balance in this account, identified checking, savings and money markets or in certificates of deposit and/or IRAs. The CD minimum balance equals the current balance at the beginning of each statement period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

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

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

Minimum balance to open the account - You must deposit \$2,500.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$8.50 will be imposed every statement cycle unless you maintain either a minimum daily balance of \$1,500.00 or a minimum average daily balance of \$2,500.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$2,500.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Transaction limitations:

Transfers from a Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

PREFERRED MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

The interest rate and annual percentage yield for your account depend upon the applicable rate tier.

The tiers are as follows:

Tier 1 - \$500,000.00 and over

Tier 2 - \$250,000.00 - \$499,999.99

Tier 3 - \$100,000.00 - \$249,999.99

Tier 4 - \$25,000.00 - \$99,999.99

Tier 5 - \$10,000.00 - \$24,999.99

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

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

Minimum balance to open the account - You must deposit \$10,000.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$10.00 will be imposed each statement cycle unless you maintain a minimum daily balance of \$10,000.00 in combination of identified Preferred Money Market, NOW,

Savings, Money Market Deposit accounts, certificates of deposit, or Home Equity Line of Credit accounts. The service charge will apply to inactive and dormant accounts.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$10,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Transaction limitations:

Transfers from a Preferred Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, debit card, or similar order to third parties are limited to six per monthly statement cycle.

PREFERRED SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

The interest rate and annual percentage yield for your account depend upon the applicable rate tier.

The tiers are as follows:

Tier 1 - \$500,000.00 and over

Tier 2 - \$250,000.00 - \$499,999.99

Tier 3 - \$100,000.00 - \$249,999.99

Tier 4 - \$25,000.00 - \$99,999.99

Tier 5 - \$100.00 - \$24,999.99

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

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

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$2.00 will be imposed every statement cycle if the balance in the account falls below \$100.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$100.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Transaction limitations:

Transfers from a Preferred Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

Fees:

A per item charge fee of \$2.00 will be charged for each withdrawal in excess of four during a calendar month.

All service charge fees will be charged on inactive and dormant accounts.

BANTERRA RESTART BASIC ACCOUNT

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Fees:

A service charge fee of \$9.95 (\$6.95 with direct deposit) will be charged each month.

No charge for online statements, but a \$1.00 monthly fee for requested paper statements if you elect online banking.

No check writing or paper debit transactions allowed. The account may be closed if checks or paper debit transactions are submitted.

BANTERRA RESTART CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Fees:

A service charge fee of \$9.95 (\$6.95 with direct deposit) will be charged each month.

No charge for online statements, but a \$1.00 monthly fee for requested paper statements if you elect online banking.

SMART KIDS SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

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

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

Minimum balance to open the account - You must deposit \$10.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$10.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Transaction limitations:

Transfers from a Smart Kids Savings account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties.

Fees:

A per item charge fee of \$1.00 will be charged for each withdrawal in excess of three during a calendar month.

This account automatically converts to a Preferred Savings account at age 22.

BANTERRA SMART CHOICE CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Fees:

A monthly fee of \$5.00 will be charged each statement cycle.

No charge for online statements, but a \$1.00 monthly fee for requested paper statements if you elect online banking.

Additional information:

This account also features identity theft protection and cellular phone protection.

IDProtect® - Protects you and your family against identity fraud. Available to account owner(s) and their family, including spouse, persons qualifying as domestic partner, and children under 25 years of age and parent(s) who are residents of the same household. Benefits are available to joint account holders (unless otherwise noted). Benefits are not available to a signer or beneficiary of the account who is not an account owner. Service is not available to businesses and their employees, clubs and/or churches and their members, schools and their employees/students.

Cellular Phone coverage - Receive up to \$300.00 of coverage for a damaged or stolen cellular phone whether you are at home or abroad. Refer to Guide to Benefits for additional details.

BASIC BUSINESS CHECKING ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Minimum balance to open the account - You must deposit \$200.00 to open this account.

Minimum balance to avoid imposition of fees - A maintenance fee of \$7.50 will be imposed every statement cycle unless you maintain either a minimum daily balance of \$1,500.00 or a minimum average daily balance of \$3,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Fees:

The first 250 items are free. There is a charge of \$0.30 per item thereafter.

BANTERRA FREE BUSINESS CHECKING ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Minimum balance to open the account - You must deposit \$100.00 to open this account.

Fees:

The first 100 paper items are free. There is a charge of \$0.35 per item thereafter. (Includes a combination of paper checks, debits, deposits and deposited items.)

The first 75 electronic checks/debits are free. There is a charge of \$0.30 thereafter.

The first 25 electronic deposits/credits are free. There is a charge of \$0.30 thereafter.

BANTERRA PREMIUM BUSINESS CHECKING ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Minimum balance to open the account - You must deposit \$500.00 to open this account.

Minimum balance to avoid imposition of fees - A maintenance fee of \$10.00 will be imposed every statement cycle unless you maintain either a minimum daily balance of \$2,500.00 or a minimum average daily balance of \$7,500.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Fees:

The first 600 items are free. There is a charge of \$0.25 per item thereafter.

BANTERRA BUSINESS INTEREST CHECKING ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

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

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

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$8.50 will be imposed every statement cycle unless you maintain either a minimum daily balance of \$4,000.00 or a minimum average daily balance of \$5,000.00 for the monthly statement cycle. The average daily balance is calculated by adding the principal in the account for each day of the period and dividing that figure by the number of days in the period.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$4,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Fees:

The first 100 items (paper and electronic, debits and credits) are free. There is a charge of \$0.15 per item thereafter.

BANTERRA BUSINESS INTEREST CHECKING PLUS ACCOUNT

This account is not a consumer account to which Truth in Savings applies.

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time.

Determination of rate - At our discretion, we may change the interest rate on your account.

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

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

Minimum balance to open the account - You must deposit \$5,000.00 to open this account.

Minimum balance to avoid imposition of fees - A service charge fee of \$10.00 will be imposed every statement cycle if the balance in the account falls below \$5,000.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Fees:

The first 100 items (paper and electronic, debits and credits; excluding online internal transfers) are free. There is a charge of \$0.20 per item thereafter.

CERTIFICATES OF DEPOSIT

Terms: 32-Days, 3-Months, 6-Months, 12-Months, 15-Months, 24-Months, 30-Months, 36-Months, 48-Months, 60-Months,

Rate Information - You will be paid the disclosed rate until first maturity.

Compounding frequency - Interest will be compounded at maturity (32-Day CD). CDs greater than 32 Days will compound quarterly.

Crediting frequency - Interest will be credited to your account at maturity (32-Day CD). CDs greater than 32 Days will credit quarterly.

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

Minimum balance to open the account - You must deposit \$1,000.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000.00 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

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

Transaction limitations:

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

You may not make withdrawals of principal from your account before maturity.

You cannot withdraw interest from your account before maturity.

Time requirements - Your account will mature as stated on your certificate of deposit.

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

- If your account has an original maturity of 30 days up to and including 90 days:
 - The fee we may impose will equal 30 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of greater than 90 days but less than one year:
 - The fee we may impose will equal 90 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of one year to less than two years:
 - The fee we may impose will equal 180 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of two years to less than four years:
 - The fee we may impose will equal 270 days interest on the amount withdrawn subject to penalty.
- If your account has an original maturity of four years or greater:
 - The fee we may impose will equal 365 days interest on the amount withdrawn subject to penalty.

We reserve the right to treat any withdrawal which would reduce the balance remaining in the account below the required minimum initial deposit or minimum balance as a withdrawal of the entire account balance and calculate the amount of the penalty accordingly.

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

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

Each renewal term will be the same as the original term, beginning on the maturity date. The interest rate will be the calculated on the same basis as during the original term.

You will have ten calendar days after maturity to withdraw the funds without a penalty.

COMMON FEATURES

Please refer to our separate rate sheet for current interest rate and annual percentage yield information and to our separate fee schedule for additional information about charges.

Check printing(fee depends on style and quantity of check ordered)

The categories of transactions for which an overdraft fee may be imposed are those by any of the following means: check, in-person withdrawal, ATM withdrawal, or other electronic means.

TRUTH IN SAVINGS

SALUKI STUDENT CHECKING

Minimum Balance

- Minimum balance required to open this account is \$25.

Fees

- No monthly service charge fee.
- No overdraft fees. Overdraft fees will be avoided by Banterra automatically declining any withdrawal that would result in insufficient funds to your account.

Student Status

- Saluki Student Checking is only available to customers 25 years or younger. At age 26, this account will automatically be converted to a Saluki Interest Checking.

Additional Account Information

- Non-interest bearing.
- Unlimited check writing & deposits.
- No charge for online statements, but a \$1 monthly fee for requested paper statements if you elect digital banking.
- No Banterra ATM/ITM fees at 40+ Banterra ATM/ITMs in four-state region plus 55,000+ Allpoint ATMs worldwide.
- ATM fees charged by owners/operators of non-Banterra ATMs will be reimbursed on up to eight (8) non-Banterra ATM transactions, or up to \$25 per statement cycle.

For any questions, contact us at 866-BANTERRA (226-8377) or go to [Banterra.com](https://www.banterra.com).



TRUTH IN SAVINGS

SALUKI INTEREST CHECKING

- Rate information - Your interest rate and annual percentage yield may change. You will be paid the disclosed rate until first maturity. The disclosed rate is available for five (5) business days. If your account is not funded (opened) within that timeframe, the rate will adjust to our current posted rate on the funding (open) date and a new disclosure will be issued.
- Frequency of rate changes - We may change the interest rate on your account at any time.
- Determination of rate - At our discretion, we may change the interest rate on your account.
- The interest rate and annual percentage yield for your interest checking account depend upon the applicable tier. Fees may reduce earnings.
- The tiers are as follows: Tier 1: \$1,000 - \$9,999.99 | Tier 2: \$10,000 - \$24,999.99 | Tier 3: \$25,000+
 - Tier 1: The interest rate on this account will be ____ with an annual percentage yield of ____.
 - Tier 2: The interest rate on this account will be ____ with an annual percentage yield of ____.
 - Tier 3: The interest rate on this account will be ____ with an annual percentage yield of ____.
- Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.
- Effect of closing an account - If you close your account before interest is credited, you will not receive the accrued interest.
- Minimum balance to open the account - You must deposit at least \$100 to open this account.
- Minimum balance to avoid imposition of fees - A minimal \$10 monthly fee will be charged each statement period. To avoid the monthly service fee, one of the following is required each statement period: 1) \$2,500 minimum daily balance in this account. 2) \$5,000 combined average balance in this account, identified Banterra checking, savings, money market, or minimum balance in certificate of deposit (CD) and/or IRAs. The CD minimum balance equals the current balance at the beginning of each statement period. 3) A monthly direct deposit of at least \$200 or higher is deposited to this account.
- Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$1,000 in the account each day to obtain the disclosed annual percentage yield.
- Daily balance computation method - We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

Additional Features

- First box of Saluki Checks free

Common Features

- Please refer to our separate fee schedule for additional information about charges.

For any questions, contact us at 866-BANTERRA (226-8377) or go to Banterra.com.



COMMON FEATURES AND FEES

Revised 11-24-21

Limits and fees

The following fees may be assessed against your account and the following transaction limitations, if any, apply to your account:

Account Activity Print Out	\$2.00	Night Deposit	
Account Balancing Assistance.....	\$20.00/hr ¹	Lost Key.....	\$15.00
Account Closed Within 90 Days Of Opening	\$20.00	Key Deposit.....	\$5.00
Account Research	\$20.00/hr ¹	Night Deposit Bags	
Amortization Schedule.....	\$10.00	Lock Bag.....	\$15.00
ATM/Check Card Replacement	\$5.00	Zipper Bag.....	\$5.00
ATM Service Charge		Notary Service.....	\$1.00
Customers (when using non-Banterra ATM).....	\$3.00	Paid Item Fee (<i>Max six total per day</i>)	\$37.00/item
Non-Customers (when using Banterra ATM) ...	\$4.00	Return Item Fee (<i>Max six total per day</i>)	\$37.00/item
Check Cashing Service per \$100 (<i>non-customers only</i>) ..	\$2.00 ¹	Official Check - Customer	\$6.00
Coin Counting Services (\$5 minimum charge).....	10% of total	Overdraft Protection ³	
Collections - Incoming & Outgoing.....	\$25.00+costs	Set-Up Fee	\$4.50
Copy – Paid Check or Document.....	\$5.00	Transfer fee	\$10.00
Counter Checks (five [5] checks).....	\$1.00	Photocopies	\$0.50/item
Coupon Collection		Safe Deposit Box	
Customers.....	\$7.50	Key Replacement (One Key).....	\$25.00
Non-customers.....	\$10.00	Key Replacement (Two Keys)	Per invoice
Deposited Item Returned Unpaid.....	\$4.50/item	Drilling Charges.....	\$25+invoice
Dormant Account Fee.....	\$7.00/mo. ²	Key Deposit (Two Keys)	\$25.00
Checking accounts with no activity in past 12 months		Late Payment Fee After 30 Days.....	\$5.00
and balance of \$250 or less. Savings accounts with no		Signature Guarantee	\$25.00
activity in the past 18 months and balance of \$250 or less.		Special Statement Cutoff.....	\$3.00
Fax Fees		Statement – Held.....	\$3.00/mo.
Incoming.....	\$0.50	Statement Reproduction.....	\$3.00/mo.
Outgoing		With check images	\$5.00/mo.
First page.....	\$3.00	Stop Payment	\$37.00/item
Each additional.....	\$1.00	Telephone Transfer	\$2.00
Foreign Checks Returned	\$4.50+	Uncollected Funds -UCF	
Out-of-pocket expense		Paid Item Fee (<i>Max six total per day</i>)	\$37.00/item
Foreign Checks in U.S. Dollars	\$38.00+	Return Item Fee (<i>Max six total per day</i>)	\$37.00/item
Out-of-pocket expense		Wire Transfers (Customers only)	
Foreign Currency Fees		Outgoing	\$27.00
Sell to Customer (branch delivery).....	\$20.00	Incoming	\$15.00
Sell to Customer (home delivery).....	\$30.00	Wire Transfers - International ⁴	
Buy from Customer.....	\$20.00	Outgoing.....	\$40.00
Garnishment/ Levy.....	\$75.00	Incoming.....	\$15.00-\$20.00
Money Order - Customer	\$4.00		

¹\$20 Minimum, ²Excludes Smart Kids Savings Accounts, ³Must Sign Overdraft Protection Authorization Agreement, ⁴Business Customers Only



866-BANTERRA (226-8377)  
Banterra.com MEMBER FDIC LENDER



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OVERDRAFTS AND OVERDRAFT FEES

ATM/DEBIT CARD OPT-IN FORM

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

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

This notice explains our standard overdraft practices.

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

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

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

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

- ATM transactions
- Everyday debit card transactions

We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. If we do not authorize and pay an overdraft, your transaction will be declined.

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

Under our standard overdraft practices:

- We may charge a fee of \$37.00 each time we pay an overdraft.
- There is no limit to the total fees that we can charge you for overdrawing your account.
- The maximum number of overdraft fees that we can assess is limited to six per day.

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

If you want us to authorize and pay overdrafts on ATM and everyday debit card transactions, call 866-BANTERRA (226-8377), option 8, visit www.banterra.com (a form is available through Online Banking) or simply complete the form below and bring it to any Banterra location, or mail it to: Banterra Bank, Attn: Overdraft Services Dept., P.O. Box 291, Eldorado, IL 62930.

———— Yes, I want Banterra Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions with respect to the account identified below.

———— No, I do not want Banterra Bank to authorize and pay overdrafts on my ATM and everyday debit card transactions.

Signature: _____

Printed Name: _____

Date: _____

Account Number: _____

Internal Use Only

Rec'd By: _____ Date: _____ Location: _____



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CONSENT TO CONDUCT TRANSACTIONS ELECTRONICALLY AND TO RECEIVE ELECTRONIC DISCLOSURES AND NOTICES

This disclosure documents your consent to conduct transactions electronically and to electronically receive disclosures and notices relative to the accounts you are applying to open with us online. The disclosure also describes your rights relative to conducting transactions electronically and to electronically receiving disclosures and notices, as well as the consequences of withdrawing your consent. We recommend you print and retain a copy of this disclosure and all the disclosures and agreements related to this transaction.

Once you consent, you will be able to apply to open accounts online. If you do not consent, you will not be able to apply online. However, regardless of whether you consent, you will still be entitled to apply to open accounts through other methods that we permit, such as in person.

You understand, prior to consenting, that:

- (1) Your consent applies only to disclosures and notices regarding your deposit accounts, including your periodic account statements;
- (2) Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
- (3) Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us or writing us at the number or address listed below;
- (4) You can withdraw your consent at any time by calling or writing us at the number or address listed below, but such a withdrawal of consent will result in electronic statement termination and a \$1.00 paper statement fee; and
- (5) By consenting to conduct transactions and receive disclosures and notices electronically you agree to provide us with the information (such as a current email address) needed to communicate with you electronically and update us as to any changes in such information by calling or writing us at the number or address listed below.

We reserve the right to provide any disclosures or notices in writing, rather than electronically. Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

Hardware and Software Requirements

The minimum computer hardware and software requirements to receive and keep the electronic disclosures and notices are:
(traditional computer)

- An internet connection and a current version* of an internet browser we support (Microsoft Internet Explorer, Mozilla Firefox, Google Chrome, Safari).
- A current version* of software that accurately reads and displays .pdf files (such as Adobe Reader)
- A valid email account and software to access that email account.
- A computer with a current version* of an operating system capable of supporting all of the above.
- A printer if you wish to print out and retain records on paper, and electronic storage if you wish to retain records in electronic form.

(mobile device)

- A mobile device with any of the following operating systems: Android or iOS (iPhone).
- A data plan provided by your wireless carrier and current version* of mobile internet browser that is compatible with, and supported by, your operating system (e.g., Chrome or Safari).
- If you wish to view .pdf files on your mobile device, you will need a current version* of software that accurately reads and displays .pdf files (such as the mobile version of Adobe Reader).
- A printer and/or storage device if you wish to print or retain any electronic documents.

*A "current version," means a version of the software that is currently being supported by its publisher.

Contact Information

866-226-8377, Option 2

Banterra Bank
Electronic Banking Department
P.O. Box 291
Eldorado, IL 62930

Consent

By clicking "I Agree" you consent to receive disclosures and notices electronically and conduct transactions electronically and to the terms and conditions as described above.

ONLINE LOAN PAYMENT DISCLOSURES

Revised 3-23-21

These disclosures apply when you make a loan payment through Banterra's website, not through Banterra's Digital Banking.

One-Time Payment

By agreeing to these terms and conditions ("Terms & Conditions"), you authorize Banterra Bank and processor FirsTech Inc. to initiate a one-time ACH debit to the bank account or charge to credit card you have entered on this payment site. A 2.5% processing fee will be assessed to all credit card transactions. No processing fee will be charged for ACH payments. This authorization is for a single entry. I also authorize Banterra Bank and/or FirsTech Inc. to attempt to withdraw my payment up to an additional two (2) times should the initial scheduled attempt be rejected due to insufficient funds. A \$25.00 fee will be assessed for returned payments.

Your authorization is dated today. Once a payment has been submitted, it cannot be cancelled. All bank account payments made after 2:00 PM CST will be processed on the following business day. Business days consist of Monday through Friday with the exception of federal holidays. Credit card payments are processed immediately. It may take one to two business days for the payment to be reflected and applied to your Banterra Bank account, but all payments will be back-dated to the day you actually made them so long as they are made prior to the 2:00 PM CST cutoff. If your payment needs to be credited on today's business, but have missed the 2:00 PM CST cutoff time, please make your payment at one of our branch locations, or call (618) 997-2760, then press Option 1, followed by Option 6. By agreeing to these Terms & Conditions, you authorize Banterra Bank and processor FirsTech Inc. to initiate a one-time debit to the bank account or credit card you have entered on this payment site. To revoke authorization, contact our Credit Remediation Department at 618.997.2760.

When using particular services on this site, users shall be subject to any posted rules applicable to such services that may contain terms and conditions in addition to those in these Terms & Conditions. All such guidelines or rules are hereby incorporated by reference into these Terms & Conditions.

We reserve the sole right to either modify or discontinue the site, including any of the site's features, at any time with or without notice to you. We will not be liable to you or any third party should we exercise such right. Any new features that augment or enhance the then-current services on this site shall also be subject to these Terms & Conditions. Your continued use of this site after such changes or updates will constitute acknowledgement of any modifications in the Terms & Conditions and agreement to abide and be bound by the modified Terms & Conditions.

All data collected on this site is done to facilitate credit card and ACH transactions. Our policy is not to disclose any information with any third party unless required by law. If, at any time, the privacy policy changes, it will be conveyed on the website.

By accessing this site or by using any communication features that are included, you are electronically communicating with us. Such use constitutes consent to the receipt of electronic communications via email or other electronic means. Such use also confirms that all communications we provide to you electronically, satisfy legal requirements that such communications be in writing, if applicable.

This site and all site design (including but not limited to text, content, photographs, video, audio, interfaces, graphics, and the selection and the arrangement thereof) are protected by patents, copyrights, trademarks, service marks, international treaties, and/or other proprietary rights and laws of the United States. You agree to honor all applicable patent, trademark, copyright, and other laws. You also agree to accept any additional patent, trademark, and copyright notices or restrictions contained on the site. Any use of materials on the site, other than as permitted by agreement (including reproduction, modification, distribution, or republication) without prior written permission, is prohibited.



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ONLINE LOAN PAYMENT DISCLOSURES (cont'd)

Revised 3-23-21

You indemnify and hold harmless Banterra Bank and its employees, representatives, agents, and suppliers against any claim, suit, action, or other proceeding brought by a third party. This indemnification applies to the extent that such claim, suit, action or other proceeding is brought against Banterra Bank, its employees, representatives, suppliers, and agents based on or arising in connection with the site. Such items include but are not limited to: (i) your use or someone using your computer; (ii) a violation of the Terms & Conditions by you or anyone using your computer; (iii) a claim that any use of the site by you or someone using your computer infringes any intellectual property right of any third party, or any right of personality or publicity; (iv) a claim that any such use is libelous or defamatory, or otherwise results in injury or damage to any third party; (v) any deletions, additions, insertions or alterations to, or any unauthorized use of the site by you or someone using your computer. You agree to pay any and all costs, damages, and expenses; this includes but is not limited to reasonable attorneys' fees and costs: These fees and costs cover awards in connection with (that is, against, or arising from, or otherwise incurred by) any such claim, suit, action, or proceeding attributable to any such claim. Banterra Bank will not be liable for any damage or loss arising from failure to comply with these Terms & Conditions.

IN NO EVENT WILL BANTERRA BANK BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE.

You irrevocably agree that all actions or proceedings arising out of, from or related to these Terms & Conditions shall be litigated in Circuit Court of Williamson County, Illinois or if Federal Jurisdiction is invoked, the United States District Court for the Southern District of Illinois.

By using and accessing the site, you represent and warrant that you have read, acknowledge, and agree to be bound by these Terms & Conditions. You further represent and agree that you will comply with all US law regarding the transmission of any data obtained from the site in accordance with the Terms & Conditions and you will not use the site for illegal purposes.

Print this authorization and retain a copy for your records.



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MORTGAGE - ONLINE APPLICATION DISCLOSURES

Revised 3-23-21

Agree To Receive Disclosures Electronically

These disclosures will be provided to you in electronic format during the online mortgage application process, but you will have to provide your consent in order to do so. You will be asked to carefully review the agreement, and select the "I Agree" button during online application process. The agreement is only for the receipt of disclosures, not for the content of disclosures themselves.

Your Consent To Do Business Electronically (the eDisclosure Agreement)

The loan for which you are applying involves various disclosures, records, and documents ("Loan Documents"), including this eDisclosure Agreement. The purpose of this eDisclosure Agreement is to obtain your consent to receive certain loan documents from Banterra in electronic form rather than in paper form. With your consent, you will also be able to sign and authorize these loan documents electronically, rather than on paper.

Before we can engage in this transaction electronically, it is important that you understand your rights and responsibilities. Please read the following and affirm your consent to conduct business with us electronically. For purposes of this eDisclosure Agreement, "eDisclosures" means the loan documents related to this transaction that are provided electronically, "You" and "Your" mean the borrower(s) under the applicable loan to which such loan documents apply, and "We", "Our" and "Us" mean the applicable mortgage broker(s), loan processor(s) or mortgage banker(s) with whom You are transacting business for such loan(s).

Your Consent

Your consent to participate in this transaction electronically will apply to all Loan Documents for the applicable loans for which You are applying. If You provide Your consent by clicking the "I agree" button at the bottom of the page, We will conduct this transaction electronically, instead of providing You with the Loan Documents in paper form.

If a document related to Your loan is not available in electronic form, a paper copy will be provided to You free of charge.

Conducting this transaction electronically is an option. If You choose not to accept receipt of eDisclosures, paper Loan Documents will be mailed to You.

If You do not consent to receive these Loan Documents electronically, or if You subsequently withdraw consent, You will be provided with paper copies of the Loan Documents for which You did not consent to receive electronically.

You will not be required to pay a fee for receiving paper copies of the Loan Documents.

Withdrawal of Consent

You have the right to withdraw Your consent at any time. By declining or revoking Your consent to receive eDisclosures, We will provide You with the Loan Documents in paper form.

If You originally consent to receive eDisclosures, but later decide to withdraw Your consent, You can do so by clicking on the "I do not agree" button, or by notifying Us at: **3201 Banterra Dr., PO Box 310, Marion, IL 62959**

If You originally consent to receive eDisclosures, but later withdraw Your consent, You will be provided with paper copies of the Loan Documents for which You did not consent to receive electronically.



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Obtaining Paper Copies

After your consent is given, you may request from us paper copies of your loan documents. Please send this request to Us at: 3201 Banterra Dr., PO Box 310, Marion, IL 62959

If You request paper copies of the Loan Documents:

You will not be required to pay a fee for receiving paper copies of the Loan Documents.

System Requirements

In order to receive eDisclosures, You must have a computer with Internet access and an Internet email account and address; an Internet browser using 128-bit encryption or higher, Adobe Acrobat 7.0 or higher, SSL encryption and access to a printer or the ability to download information in order to keep copies of Your eDisclosures for Your records.

If the software or hardware requirements change in the future, We will notify You of the change. If You choose to withdraw Your consent upon notification of the change, You will be able to do so without penalty. Paper copies of such Loan Documents will be mailed to You if You choose to withdraw Your consent.



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