NBH Bank
Member FDIC

Community Banks of Colorado | Bank Midwest | Bank of Jackson Hole | Vista Bank

YOU UNDERSTAND TO BE ELIGIBLE FOR AND TO OPEN THIS SAVINGS ACCOUNT, YOU MUST ALSO ENROLL IN THE DEPOSIT SWEEP PROGRAM, PURSUANT TO WHICH YOUR DEPOSITS WITH US MAY BE SWEPT TO OTHER RECEIVING BANKS. PLEASE SEE THE DEPOSIT SWEEP PROGRAM TERMS AND CONDITIONS FOR ADDITIONAL INFORMATION. BY AGREEING TO THESE TERMS, YOU ARE ALSO AGREEING TO THE DEPOSIT SWEEP PROGRAM TERMS AND CONDITIONS. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE TO OPT OUT OF THE DEPOSIT SWEEP PROGRAM, PLEASE CONTACT THE BANK BY EMAILING CLIENTSERVICES@NBHBANK.COM OR CALLING 866-217-6361.

TRUTH IN SAVINGS DISCLOSURE

FOR TIERED SAVINGS ACCOUNTS

This schedule sets forth certain conditions, rates, fees, and charges that are specific to your Momentum Savings Account. This is a schedule to the Deposit Account Agreement and Disclosure (the "Agreement"). Capitalized terms used in this schedule but not defined have the meanings given to them in the Agreement. Account holder ("you" or "your") agrees to the terms set forth on both the Truth in Savings Disclosure and Personal Service Fee Schedules and acknowledge that they are part of the Agreement. Subject to applicable law and terms of the Agreement, NBH Bank, including its Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole Divisions, ("we", "us" or "our") may amend the rates, fees and charges contained in the schedule from time to time.

Minimum deposit: You must deposit at least $0.01 to open this account, and no monthly service charge will be charged on this account.

This is a tiered interest-bearing account. The interest rate and annual percentage yield for your account depends upon the applicable tier. The interest rate and annual percentage yield for these tiers may change. Annual percentage yields ("APY") and tiers are as follows:

	Tier #1*			Tier #2**	
	Interest Rate	APY		Interest Rate	APY
$0.01 - $35,000.00	4. 25%	4.34%	$0.01 - $35,000.00	0.25%	0.25%
$35,000.01 - $100,000	0.25%	0.25%	$35,001.01 - $100,000	0.25%	0.25%
$100,001 - $500,000	0.25%	0.25%	$100,001 - $500,000	0.25%	0.25%
$500,001 +	0.25%	0.25%	$500,001 +	0.25%	0.25%

*Applicable when your Momentum Checking Account meets specified criteria described below. A "Momentum Checking Account" is a non-interest-bearing personal checking account that you maintain with us.

**Applicable when your Momentum Checking Account does not meet the specified criteria described below.

The interest rate and annual percentage yield may change. The interest rate and APY may change daily at our discretion. Interest will begin to accrue no later than the business day we receive credit for the deposit of non-cash items (for example, checks).

Interest is compounded monthly and credited to your account monthly. We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in your account each day. We use an interest accrual basis of 365 for each day in the year. Interest will be credited to your account on a 365/365 basis every month.

Earn the highest APY by electing to meet the following criteria described below in your Momentum Checking Account: In order to earn the Tier #1 interest rates and annual percentage yields, you must (1) open and maintain in good standing a Momentum Checking Account; (2) must receive at least one (1) direct deposit into such Momentum Checking Account each statement cycle; (3) consent to and remain enrolled in the Deposit Sweep Program; AND (4) complete at least five (5) point of sale purchases using the Momentum Checking Account (or any access device issued by us that accesses such Momentum Checking Account). If you do not maintain or meet the criteria listed above during each statement cycle, your APY will revert to Tier #2 for that 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. You must maintain a minimum balance of $.01 in the account each day to obtain the disclosed annual percentage yield.

Transaction Limitations: Transfers from your account to another account or to third parties by any payment method are limited to six (6) transactions per calendar month. We reserve the right to require not less than seven (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. The dollar amount limits for transactions may depend on payment method. Please see Electronic Fund Transfer Agreement and Disclosure for transaction limitations.

Effect of Closing an Account. If your account is closed before interest is credited, you will not receive accrued interest.

Additional Services: Other services included with your account: Visa Debit Card, Telebank 24 Access, Online Banking, Online Statements, Online Bill Pay, and Mobile Banking.

General Information Regarding Fees. In addition to the fees set forth on the Personal Service Fee Schedule the following fees may apply:

Inactive fee: This account may be subject to an Inactive fee of $5 per statement cycle if there is no deposit or withdrawal activity in a six (6) month period, and this is the only relationship with the Bank. After five (5) years of no activity, this fee increases to $25 per statement cycle. Applicable federal and state law may require the Bank to take action to escheat remaining funds from your inactive account before the expiration of the five (5) year period.

New Mexico: All fees are subject to Gross Receipt Tax in New Mexico; these taxes will be added to the stated fees.

ATM/Debit Card Disclosure You hereby certify that you have reviewed the terms and conditions of this Agreement, including this Truth in Savings Disclosure. You further certify that all the information you have provided to us in connection with your account has been supplied truthfully, accurately, and voluntarily, and you authorize us to make whatever inquiries, credit or otherwise, we feel necessary to evaluate your application. You agree that use of the ATM/Debit card constitutes your consent to the Debit Card Agreement and all the applicable state and federal rules, statutes and regulations, including without limitation those that make you liable for any transactions of any kind performed by you or anyone to whom you have entrusted access to the card.

FDIC NOTICE: Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole, are all divisions of NBH Bank. Divisions of NBH Bank are not separately FDIC-insured banks. The FDIC coverage extended to deposit customers of the various divisions of NBH Bank is that of one (1) insured bank.

DEPOSIT SWEEP PROGRAM: Your funds in this account may be swept to other FDIC member banks in accordance with Deposit Sweep Program. See the Deposit Sweep Program Terms and Conditions for full details and disclosures. In connection with Deposit Sweep Program, network member banks where your funds are placed may pay as interest that exceeds the interest rate disclosed above. In such case, you authorize us to keep such excess interest as our fees for services provided to you in connection with the Deposit Sweep Program.

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IMPORTANT: BY AGREEING TO THESE TERMS, YOU ARE (1) ENROLLING IN THE DEPOSIT SWEEP PROGRAM, PURSUANT TO WHICH YOUR DEPOSITS AT THE BANK MAY BE SWEPT TO OTHER RECEIVING BANKS, (2) APPOINTING THE BANK TO SERVE AS YOUR AGENT FOR PARTICIPATION IN THE DEPOSIT SWEEP PROGRAM, AND (3) INSTRUCTING THE BANK TO DIRECT ALL OR SOME OF YOUR FUNDS ON DEPOSIT WITH THE BANK IN YOUR MOMENTUM SAVINGS ACCOUNT INTO THE NETWORK FOR PLACEMENT AT RECEIVING BANKS.

PLEASE READ BELOW FOR THE FULL DEPOSIT SWEEP PROGRAM TERMS AND CONDITIONS FOR FURTHER DETAILS AND THE MEANINGS OF CERTAIN TERMS. THE TERMS AND CONDITIONS ARE A BINDING CONTRACT BETWEEN YOU AND THE BANK. YOU ACKNOWLEDGE THAT YOU HAVE RECEIVED AND CAREFULLY READ THE TERMS AND CONDITIONS IN CONNECTION WITH CHOOSING TO ENROLL IN THE PROGRAM. IF YOU HAVE ANY QUESTIONS OR WOULD LIKE TO OPT OUT OF THE PROGRAM, PLEASE CONTACT THE BANK BY EMAILING CLIENTSERVICES@NBHBANK.COM OR CALLING 866-217-6361.

Deposit Sweep Program
Terms and Conditions

I. Introduction

Through these Deposit Sweep Program Terms and Conditions (these "Terms and Conditions"), you agree to participate in the deposit sweep program (the "Program") offered through NBH Bank or its division identified to you at the time you agree to these Terms and Conditions (the "Bank"), pursuant to which the Bank may sweep any amount on deposit at the Bank in your [MOMENTUM Savings Account] (the "Account") to other insured accounts at FDIC member banks participating in one or more partner networks (individually and collectively, the "Network"). Your funds may be deposited in money market deposit accounts ("MMDAs") and/or demand deposit accounts ("DDAs"; MMDAs together with DDAs, "Deposit Accounts") at receiving banks set forth on the list provided to you at https://www.cambr.com/bank-list ("Receiving Banks" or "banks"), subject to the limitations described herein. Your funds that are deposited through the Network into the Receiving Banks are hereinafter referred to as "Network Deposits." By agreeing to these Terms and Conditions, you appoint the Bank as your authorized agent (with the authority to appoint subagents) pursuant to the Terms and Conditions set forth herein. The Bank may, directly or indirectly, partner with one or more third party operators that are responsible for operating the Network as an administrator and acting as the Bank's agent with respect to data storage and processing, recordkeeping, providing Program instructions, placement of funds decisions, and related matters (the "Network Administrator"). The Network Administrator is not a depository, bank, credit union, broker-dealer or investment adviser and is NOT, itself, FDIC-insured or NCUSIF-insured. Please contact the Bank (by emailing **ClientServices@nbhbank.com**) for additional details on the Network Administrator. You will not have a direct relationship with the Network Administrator, and the Network Administrator makes no representations, warranties, covenants or promises to you.

By participating in the Program, you can increase the Federal Deposit Insurance Corporation ("FDIC") protection on your deposits while continuing to process all your transactions with the Bank. Subject to applicable law and the limitations described herein, the Bank will place your funds at Receiving Banks as your agent in a manner that enables up to $3,000,000 per legal category of account ownership (or such other greater amount as may be disclosed to you by the Bank from time to time) of your Network Deposits to be eligible for FDIC insurance through the Program (such amount, the "Program Eligibility Limit"). You authorize the Bank to place any amount of funds you have on deposit with Receiving Banks

in the Bank's description. From time to time, the Bank will notify you of changes to the Program Eligibility Limit. Notwithstanding the Program Eligibility Limit, the maximum amount of FDIC protection that you will be eligible for will depend on certain factors, such as the number of Receiving Banks in the Network and your deposits outside the Network at Receiving Banks, so the protection may change from time to time. There is no minimum amount required as an initial or subsequent deposit to participate in the Program.

II. Summary of Terms and Conditions

This section of the Terms and Conditions is a summary of certain features of the Program. It is prepared for your convenience and must be read in conjunction with the more detailed disclosures below.

Summary of the Program: The Network Administrator operates the Network, and the Bank offers the Program. The Bank acts as your agent and custodian to hold in safekeeping all Deposit Accounts and as your agent with respect to Network Deposits and as otherwise set forth in these Terms and Conditions. If you choose to participate in the Program, the Bank may, in its discretion, sweep any amount on deposit at the Bank in the Account into the Network, which is generally the full amount you have on deposit at the Bank in the Account (which, for the avoidance of doubt, includes the funds in your Momentum Savings Account but not in your other accounts at the Bank, such as your checking account). Your Network Deposits are deposited into Deposit Accounts at one or multiple Receiving Banks in a manner generally designed to remain within the FDIC insurance limit at each Receiving Bank, which is intended to, in the aggregate, increase the amount of FDIC protection available to you up to the Program Eligibility Limit. FDIC insurance coverage is available up to its standard maximum deposit insurance amount ("SMDIA"), which is $250,000, per legal category of account ownership at each bank.

For Network Deposits up to the Program Eligibility Limit, your Network Deposits are allocated among the Receiving Banks in an effort to maximize FDIC coverage. For amounts in excess of the Program Eligibility Limit, we may take into other considerations that may not include maximizing FDIC coverage (please see Section III.I (Fees; Waiver of Conflicts**)** below for additional information). The Program Eligibility Limit is based, generally, on the number of Receiving Banks and may change from time to time. Contact the Bank by emailing **ClientServices@nbhbank.com** or calling **866-217-6361** to obtain the current Program Eligibility Limit. Notwithstanding the Program Eligibility Limit, any deposits (including certificates of deposit) that you maintain in the same insurable capacity directly with a Receiving Bank or through an intermediary (such as a broker), regardless of the number of accounts, will be aggregated with funds in your Deposit Accounts for purposes of SMDIA (and may lower the total amount of FDIC coverage available to you). You are responsible for monitoring the total amount of deposits that you have with the Bank and each Receiving Bank in order to determine the extent of FDIC insurance coverage available to you.

All communications regarding the Program are the responsibility of the Bank, and not the Network Administrator or the Receiving Banks. If you have any questions regarding your Deposit Accounts, please contact the Bank by emailing **ClientServices@nbhbank.com** or calling **866-217-6361**. To view your exact balances swept from your Account to the Deposit Accounts, including the Receiving Banks at which your funds are on deposit, please contact the Bank. You may also review the exact balances swept from your Account to the Deposit Accounts, including the Receiving Banks at which your funds are on deposit, via online access. To do so, please contact the Bank by email at **ClientServices@nbhbank.com** to set up your online access.

Access to Funds: You will access Network Deposits through your Account at the Bank. All deposits and withdrawals will be made by the Bank on your behalf.

Determination of Interest Rates: Your interest rate on Network Deposits is set by the Bank in accordance with your Account agreement. See Section III.H (Interest) for additional details.

Fees: The Network Administrator earns fees based on the amount of money in the Network, including your Network Deposits. The Bank may also earn fees for its services with respect to the Program and the amount of your Network Deposits. See Section III.I (Fees; Waiver of Conflicts) for additional details. Even if the Network Administrator or the Bank receives a fee from a Receiving Bank, you may not be entitled to any such fees. You acknowledge and agree that the Bank will collect as its fee for managing the Program and your participation in the Program any amounts paid by Receiving Bank on your Network Deposits in excess of the interest (annual percentage yield) promised on your Account and deposits related to your Account (including swept funds).

Risks of the Program: By enrolling in the Program, you consent to have the Bank automatically sweep funds in your Account to the Network, typically on the following business day. Funds may first be swept to a custodial account at the Bank (the "Custodial Account") to be then swept to the Network. Funds swept to the Network may be first deposited with the Custodian Bank prior to being deposited with the Receiving Bank. Until such funds are swept from the Bank to the Receiving Bank, they will be uninsured to the extent they exceed the then-current SMDIA. If you cannot accept the risk associated with uninsured deposits in these or other circumstances, it will be your responsibility to make arrangements so that your funds are adequately protected in a manner consistent with applicable law.

If you have funds outside the Network at a Receiving Bank, this may negatively impact the availability of FDIC insurance at such Receiving Bank. If your deposits (whether such deposits are in or outside the Network) in a Receiving Bank exceed the then-current SMDIA, the excess funds are not covered by FDIC deposit insurance. You are solely responsible for monitoring your deposits in Receiving Banks outside of the Network. As such, you should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time, and you may view the current list https://www.cambr.com/bank-list or contact the Bank directly to obtain the most recent list by emailing **ClientServices@nbhbank.com**. The Deposit Accounts are solely the obligations of the Receiving Banks, and neither directly nor indirectly obligations of the Bank or Network Administrator.

For Network Deposits up to the Program Eligibility Limit, your Network Deposits are allocated among the Receiving Banks in an effort to maximize FDIC coverage. For Network Deposits in excess of the Program Eligibility Limit, the Bank may place any or all of your funds on deposit in the Account with the Bank at one or more Receiving Banks in amounts determined in the Bank's or Network Administrator's sole discretion based on available capacity at the Receiving Bank or other criteria, including rates paid on deposits by the Receiving Bank or fees paid to the Bank or Network Administrator. You understand and agree that neither the Bank nor Network Administrator has any obligation to place funds into Receiving Banks to maximize the amount of FDIC insurance available on your funds. While the Bank and Network Administrator will generally try to place your funds at Receiving Banks in an effort to maximize FDIC insurance coverage up to the Program Eligibility Limit, they may place your funds without regard to whether such funds may exceed the SMDIA at one or more Receiving Banks, even if your funds could be placed in one or more Receiving Banks in an amount less than the SMDIA.

In the event of a failure of a Receiving Bank, there may be a time period during which you may not be able to access your money. Where your funds are held in MMDAs, the return of your funds to your Account at the Bank may be delayed further. Receiving Banks are permitted to impose a delay of up to seven days on any withdrawal request from an MMDA.

III. Detailed Terms and Conditions

A. Agency Relationships

The Bank is acting as your agent (with the authority to appoint subagents) in establishing and maintaining Deposit Accounts at Receiving Banks and the Bank appoints the Network Administrator as its agent (with respect to data storage and processing, recordkeeping, providing Program instructions, placement of funds decisions, managing the Network, and related matters), which you acknowledge and consent to. When you enroll in the Program, you appoint the Bank as your agent and custodian to effect deposits to and withdrawals from the Deposit Accounts. The allocation process administered by the Network Administrator determines into which Receiving Bank(s) your money will be deposited to generally attempt to maximize the amount of FDIC insurance available to you up to the Program Eligibility Limit, subject to the limitations described herein. See Section III.G (Allocations to Receiving Banks). Allocations to Receiving Banks are made by the custodian bank(s) for the overall Network (individually and collectively, a "Custodian Bank"), and the Custodian Bank is solely responsible for the movement of funds within the Network to and from Receiving Banks. Funds may be deposited with one or more Custodian Bank before being deposited with the Receiving Banks (which funds may be held by the Custodian Bank in an omnibus account that contains your funds and the funds of other depositors), and you consent to each Custodian Bank receiving your deposits and placing them with or retrieving them from a Deposit Account at a Receiving Bank. You may contact the Bank (by email **ClientServices@nbhbank.com**) to request additional information on each Custodian Bank, including which Custodian Bank participates in the Program as a custodian bank. The Custodian Bank acts as an agent of the Bank and/or their respective agents or another Custodian Bank on behalf of the Bank (as applicable). All Program funds remain under the custodial control of the Bank, the Custodian Bank, or Receiving Banks at all times.

You authorize the Bank to execute and deliver or file on your behalf all appropriate receipts, agreements, releases, and other instruments, including whatever agreements may be required to establish and maintain the Deposit Accounts. You appoint the Bank and Custodian Bank to act as your agent with respect to establishing, maintaining and administering the Deposit Accounts, and you authorize the Bank and Custodian Bank to take any action necessary to establish, maintain and administer the Deposit Accounts and to initiate transfers to and from the Deposit Accounts and your accounts with the Bank as determined in the Bank's sole discretion.

The Bank and/or the Custodian Bank, each as your agent, may open one or more Deposit Accounts on your behalf at the Receiving Banks. At some Receiving Banks, the Bank and/or the Custodian Bank may open a MMDA and a DDA; at other Receiving Banks, the Bank and/or the Custodian Bank may open a DDA or MMDA only. In connection with moving funds from your Account into or out of the Network, you authorize the Bank, and appoint the Bank as your agent, to move your Account funds into or out of the Custodial Account at the Bank, which Custodial Account will indicate that the Bank is acting as agent for the benefit of and/or in a fiduciary capacity for its customers or account holders (or a similar name that preserves the eligibility of such funds for pass-through FDIC insurance). Funds from the Custodial Account will then be placed into the Network through the Custodian Bank.

B. Deposits and FDIC Insurance

Your funds intended for deposit into the Program under these Terms and Conditions must be placed through the Bank and cannot be placed directly by you with any of the Receiving Banks. Once in the Network, your Network Deposits will be allocated to one or more omnibus Deposit Accounts maintained at the Receiving Banks held in the name of the final Custodian Bank placing funds at the Receiving Banks and/or the Bank, in each case, denoting that such party is acting as agent for the benefit of and/or

in a fiduciary capacity for third parties, customers or account holders (or a similar name that preserves the eligibility of Network Deposits for pass-through FDIC insurance). See Section III.G (Allocations to Receiving Banks). If an MMDA and a DDA have been opened at a Receiving Bank, your Network Deposits may be made into either the MMDA or DDA.

Your Network Deposits are swept into accounts at the Receiving Banks to provide you with FDIC insurance up to the SMDIA per Receiving Bank, subject to certain exceptions described herein. The SMDIA limit applies to your principal and accrued interest, when aggregated with all other deposits held by you directly, or through others, in the same recognized legal category of ownership at the same Receiving Bank. FDIC deposit insurance protects you against the loss of your insured deposits in the event a Receiving Bank fails. FDIC deposit insurance is backed by the full faith and credit of the United States. However, Network Deposits and/or deposits at the Bank may exceed the SMDIA from time to time for reasons described herein or other reasons (such as available capacity of the Receiving Banks, rates paid by the Receiving Banks and/or fees paid out by the Receiving Bank) and you understand and agree that such amounts in excess of the SMDIA will not be covered by FDIC insurance.

If you have money at a Receiving Bank outside the Network, this may negatively impact the availability of FDIC insurance for the total amount of your funds held at that bank. If your deposits at a Receiving Bank, in aggregate, exceed the then-current SMDIA, the excess funds are not covered by the FDIC deposit insurance. The Bank, the Receiving Banks, Custodian Bank and Network Administrator are unaware of your funds outside of the Network. As a result, these funds will not be taken into account when allocating your funds to a particular Receiving Bank. You are solely responsible for monitoring your deposits in Receiving Banks outside of the Network (whether directly or indirectly through other intermediaries, including broker-dealers) and for making changes to your deposits outside the Network in order to maintain maximum FDIC insurance under the Network. An account with one or more beneficiary designations will be treated in the same legal category of account ownership as if the account did not have any beneficiary designations, so designation of one or more beneficiaries for an account will not increase the amount of funds that are eligible for FDIC insurance coverage. You should review the list of Receiving Banks carefully. The list of Receiving Banks may change from time to time. See Section III.E (Opt Out of Program and Changes to Bank List) for additional information.

For example, if the then-current SMDIA is $250,000 and you have a non-Network deposit account at Bank A of $200,000 and you also have $60,000 in Network Deposits at the same bank in the same legal category of ownership, only $250,000 of your $260,000 would be eligible for FDIC insurance.

In the event that a Receiving Bank that holds your Network Deposits fails, payments of principal plus unpaid and accrued interest up to the then-current SMDIA per legal category of account ownership will be made to you. Although the FDIC normally makes these payments within a few days of taking possession of a bank as receiver, there is no specific time period during which the FDIC must make insurance payments available. Furthermore, you may be required to provide certain documentation to the FDIC before insurance payments are made and/or file and pursue a claim on your own behalf in the event of a Receiving Bank entering into receivership. Neither the Bank nor Network Administrator will be obligated to you for amounts not covered by FDIC insurance nor will the Bank or Network Administrator be obligated to make any payments to you in satisfaction of a loss you might incur as a result of a delay in FDIC insurance payouts. Neither the Bank nor Network Administrator will be obligated to provide you with funds equal to the amount of your balances deposited at the Receiving Bank during the pendency of the receivership.

Your account ownership will be evidenced by an entry on records maintained by the Network Administrator acting on behalf of the Bank for each Custodian Bank and Receiving Banks at which your funds are on deposit. You will not be issued any evidence of ownership of Deposit Accounts or Custodial

Account, such as a passbook or certificate. However, you may request from the Bank a summary of all Network deposits and withdrawals, the name of each Receiving Bank that holds your Network Deposits, deposit balances and interest rate information.

You can obtain publicly available financial information concerning any of the Receiving Banks at https://www.ffiec.gov/NPW or by contacting the FDIC Public Information Center by mail at 3501 North Fairfax Drive, Room E-1005, Arlington, VA 22226 or by phone at 877-ASK-FDIC (877-275-3342). Neither the Network Administrator nor the Bank is responsible for any insured or uninsured portion of any deposits at any Receiving Bank or guarantees the financial condition of any Receiving Bank or the accuracy of any publicly available financial information concerning a Receiving Bank.

C. FDIC Deposit Insurance; FDIC-Recognized Categories of Account Ownership; Multi-Tiered Fiduciary Relationships

To ensure that your Network Deposits are protected by FDIC insurance to the fullest extent possible under the Program, you should understand how FDIC insurance applies to each FDIC-recognized category of account ownership.

In general, the FDIC-recognized categories of account ownership include single ownership accounts; accounts held by an agent, escrow agent, nominee, guardian, custodian, or conservator; annuity contract accounts; certain joint ownership accounts; certain revocable trust accounts; accounts of a corporation, partnership, or unincorporated association; accounts held by a depository institution as the trustee of an irrevocable trust; certain irrevocable trust accounts; certain retirement and other employee benefit plan accounts; and certain accounts held by government depositors.

The rules that govern these categories of account ownership are very detailed and very complex, and there are many nuances and exceptions. Complete information can be found at the FDIC's regulations set forth at 12 C.F.R. Part 330.

The FDIC's regulations impose special requirements for obtaining pass-through FDIC insurance coverage, up to the standard maximum deposit insurance amount (SMDIA) (currently $250,000 for each FDIC-recognized category of account ownership), for multiple levels of fiduciary relationships. In these situations, in order for FDIC insurance coverage to pass through to the true beneficial owners of the funds, it is necessary (i) to expressly indicate, on the records of the insured depository institution that there are multiple levels of fiduciary relationships, (ii) to disclose the existence of additional levels of fiduciary relationships in records, maintained in good faith and in the regular course of business, by parties at subsequent levels, and (iii) to disclose, at each of the level(s), the name(s) and the interest(s) of the person(s) on whose behalf the party at the level is acting. No person or entity in the chain of parties will be permitted to claim that they are acting in a fiduciary capacity for others unless the possible existence of such a relationship is revealed at some previous level in the chain. If your Network Deposits are beneficially owned through multiple levels of fiduciary relationship, you must take steps to comply with these special requirements.

Under certain circumstances, if you become the owner of deposits at a Receiving Bank because another depositor dies, beginning six months after the death of the depositor the FDIC will aggregate those deposits for purposes of the SMDIA with any other deposits that you own in the same insurable capacity at the bank. Examples of deposit accounts that may be subject to this FDIC policy include joint accounts, "payable on death" accounts and certain trust accounts. The FDIC provides a "grace period" to permit you to restructure your deposits to obtain the maximum amount of deposit insurance for which you are eligible.

If your balance in your deposit accounts are assumed by another depository institution pursuant to a merger or consolidation, such deposits will continue to be insured separately, up to the FDIC insurance coverage limits and subject to the terms hereunder, from the deposits that you might have established with the acquiring institution until (i) the maturity date of any time deposits (including certificates of deposit) that were assumed, or (ii) with respect to deposits that are not time deposits, the expiration of a period from the date of acquisition determined by applicable law. Thereafter, any assumed deposits will be aggregated with your existing deposits with the acquiring institution held in the same capacity for purposes of FDIC insurance coverage. Any deposit opened at the acquiring institution after the acquisition will be aggregated with deposits established with the acquiring institution for purposes of FDIC insurance coverage.

For questions about FDIC insurance coverage, you may call the FDIC at 877-275-3342 or visit the FDIC's website at www.fdic.gov.

You also may wish to utilize "EDIE The Estimator," the FDIC's electronic insurance calculation tool, which is found at https://www.fdic.gov/edie/index.html. Other information regarding FDIC insurance coverage may be found at the FDIC's Consumer Resource Center section of the FDIC's website at https://www.fdic.gov/resources/consumers/index.html.

D. Withdrawals

You agree that all withdrawals will be made by the Bank as your agent. Funds may be withdrawn from Receiving Banks based on a Receiving Bank's available capacity or other criteria, including, but not limited to, rates or fees paid by Receiving Banks to the Bank or Network Administrator. If you have an MMDA and a DDA at a given Receiving Bank, withdrawals may be made from either the MMDA or DDA, but an effort will be made to avoid hitting withdrawal limits that may apply to MMDAs. Any limits on MMDA transfers will not limit the number of withdrawals you can make from your Account at the Bank or the amount of FDIC insurance coverage for which you are eligible. Pursuant to federal banking regulations, the Receiving Banks may reserve the right to require seven days' prior written notice before you withdraw or transfer funds from an MMDA.

Withdrawals from your Network Deposits are made through the Bank and cannot be made directly by you through the Network Administrator or any of the Receiving Banks. Checks, ACH payments, debit cards, ATM withdrawals, direct deposits, credits and other transactions and items (as applicable) for your deposit account at the Bank are processed through your Account held at the Bank rather than through the Deposit Accounts. When you initiate a withdrawal from your Account at the Bank that is greater than the balance in your Account at the Bank, your funds on deposit at the Receiving Bank(s) will be automatically withdrawn from the Deposit Accounts and deposited in your Account at the Bank in order to process your withdrawal. For purposes of your withdrawals, we generally treat funds in your Deposit Accounts as if such funds are in your Account, however, in the event that the Bank does not receive enough funds to cover your entire withdrawal request (if, for example, Receiving Banks fail to send funds as instructed by the Custodian Bank (pursuant to the Network Administrator's instructions) or Receiving Banks are closed due to holidays or other events), the funding of all or a portion of your withdrawal requests could be further delayed.

If, in a separate agreement, you have granted the Bank a security interest in your Deposit Accounts or other interests relating to your Deposit Accounts as collateral for a loan to you or otherwise, the Bank may decline to honor a request for a Network withdrawal or a transaction that would give rise to such a withdrawal to the extent that such withdrawal would cause your balance in the Network to fall below the loan amount or other amount that you have agreed to maintain in your Deposit Accounts or to which the security interest applies.

E. Opt Out of Program and Changes to Bank List

A list of Receiving Banks may be found https://www.cambr.com/bank-list (the "Bank List"). Unless otherwise agreed upon with Bank, you may not exclude a specific Receiving Bank from receiving funds from you under the Program or specify an amount of funds to be allocated to specific Receiving Banks. All of the allocations of funds in the Program are made on a non-discretionary basis. However, you may instead exclude all of your deposits in the Account at the Bank from the Program in their entirety by providing notice of such election to the Bank. If you elect to exclude all of your deposits in the Account at the Bank from the Program in their entirety, the Bank may, in its discretion and in accordance with applicable law, close your Account at the Bank. Your opt out typically becomes effective within two business days of receipt and acknowledgment by the Bank.

You understand and agree that the Bank List may change from time to time. Specifically, one or more of the Receiving Banks may be replaced with a bank not previously included on the Bank List or a Receiving Bank may be deleted from the Bank List. You agree to check the Bank List from time to time for updates regarding Receiving Banks that may have been added to or removed from the Bank List. The Bank will update the Bank List to reflect Receiving Banks that have been added to or removed from the Bank List. The Bank List will indicate the date on which the Bank List was last updated. Continued use of your Account and/or the Program after we have made subsequent changes to the Bank List will constitute your consent to such Bank List. An increase in the number of Receiving Banks in the future could increase the potential FDIC coverage available under the Program; however, there can be no assurance that additional Receiving Banks will be added or your FDIC insurance coverage will increase. A decrease in the number of Receiving Banks in the future could decrease the potential FDIC coverage available under the Program.

If a Receiving Bank at which you have a Deposit Account no longer makes the Deposit Account available through the Network, you may contact the Bank (by emailing **ClientServices@nbhbank.com**) in order to establish a direct depository relationship with the Receiving Bank, subject to its rules with respect to establishing and maintaining deposit accounts, which may require you to consent to additional account disclosures and agreements. If you elect to establish a direct relationship, neither the Bank nor Network Administrator will have any further responsibility with respect to your Deposit Account. Unless you establish a direct depository relationship with the Receiving Bank, your funds will be transferred to another Receiving Bank on the Bank List on the day that the Receiving Bank leaves the Network.

F. Your Responsibility to Monitor Your Options

The Bank does not have any obligation to monitor your Account or Deposit Accounts or make recommendations about, or changes to, the Program that might be beneficial to you. As interest rates and other factors change, it may be in your financial interest to opt out of the Program. In such cases, you should contact the Bank by emailing **ClientServices@nbhbank.com** or calling **866-217-6361**.

G. Allocations to Receiving Banks

The Custodian Bank and/or its agents establish Deposit Accounts on behalf of the Bank and other Network participants, and funds from your Account are swept to the Custodian Bank to then be deposited into the Deposit Accounts at Receiving Bank(s). You will not have a direct relationship with the Receiving Banks and no evidence of ownership related to the Deposit Accounts will be issued to you. You will not receive any written confirmation of the establishment of the Deposit Accounts or transfer of funds to or from the Deposit Accounts. You authorize the Bank and Custodian Bank to act as your agent with respect to each Deposit Account and Network Funds. The Deposit Account constitutes a direct obligation of the Receiving Bank and is not directly or indirectly an obligation of the Network Administrator, the Bank or the Custodian Bank. You authorize the Bank to sweep all of your

funds in the Account into the Network. Your funds are then allocated each business day by the Network Administrator to Receiving Banks based on an allocation algorithm that is generally designed to keep Deposit Account funds within the FDIC insurance limit at each Receiving Bank up to the Program Eligibility Limit, but also may take into consideration various factors, including the target level of Network deposits for each Receiving Bank and rates paid for deposits by each Receiving Bank. Any movements of funds within the Network among Receiving Banks are executed by the Custodian Bank pursuant to instructions from the Network Administrator or the Bank. The Network Administrator may include additional Receiving Banks to expand the capacity available to underlying customers of the sending institutions, including the Bank. Receiving Banks may decide to discontinue their participation in the Network or may be removed by the Network Administrator for no longer satisfying Network requirements.

H. Interest

Your Account with the Bank is an interest-bearing account and the interest rate applicable to your Network Deposits will equal the rate stated on your Account agreement or statement and will be determined in accordance with the terms of your Account agreement. Please carefully review your Account agreement. Different Receiving Banks may pay different interest rates on your Network Deposits; however, the Bank will be entitled to retain, as a fee for its services to you, any interest paid by Receiving Banks that exceeds the rate disclosed to you by the Bank applicable to your Account. For instance, assuming all funds from the Account are swept to a Deposit Account a Receiving Bank, if the Account offers three percent (3%) annual percentage yield (APY) and the Receiving Bank provides for four percent (4%) APY on the Deposit Account and your Network Deposits therein, you will receive 3% APY on the Network Deposits, and Bank will be entitled to retain the one percent (1%) APY difference as its fee. You agree that such amount shall belong to the Bank and does not represent your funds maintained or controlled by the Bank as your agent. You further agree that Bank has no obligation to you regarding interest payments except to provide the amount paid by the Receiving Bank, subject to the fees owed to the Bank as set forth herein.

The rate you earn on your Network Deposits may be higher or lower than the rates available to depositors making non-Network Deposits with Receiving Banks directly, through other types of accounts at the Bank, or with other depository institutions in comparable accounts. You understand and agree that, in the event of the failure of a Receiving Bank, no interest is earned on Network Deposits from the time such a Receiving Bank closes until insurance payments are received, subject to applicable law. Payment of the amount of all accrued interest with respect to your Network Deposit at a Receiving Bank will be solely the responsibility of, and solely enforceable against, that Receiving Bank. The Bank will have no indebtedness to you for any such amount.

I. Fees; Waiver of Conflicts

Each Receiving Bank pays to the Network Administrator a fee for its services related to your Network Deposits at that particular Receiving Bank. The Bank may also receive a fee for its services. The fees may be different for different Receiving Banks. The amount of any fee received by the Bank or Network Administrator may affect where your Network Deposits are placed. Other than applicable fees deducted by the Bank or Network Administrator, including any amounts described in Section III.H (Interest), there will be no other charges, fees, or commissions related to participation in the Program. In addition, other service providers may receive fees from each Receiving Bank and may receive a portion of the fee paid to the Bank or Network Administrator by the Receiving Banks.

You understand and agree that the Bank, as your agent, may place any or all of your funds on deposit with the Bank in the Account at one or more Receiving Banks in an amount determined in the Bank's or Network Administrator's sole discretion based on available capacity at the Receiving Bank or other

criteria, including rates paid on deposits by the Receiving Bank (a portion of which may be retained by the Bank as its fees) or fees paid to the Bank or Network Administrator. You understand and agree that neither the Bank nor Network Administrator has any obligation to place funds into Receiving Banks to maximize the amount of FDIC insurance available on your funds or to maximize the interest rates that your funds may earn; however, Network Deposits are allocated among the Receiving Banks in an effort to maximize FDIC coverage up to the Program Eligibility Limit. While the Bank and Network Administrator will generally try to place your funds at Receiving Banks in an attempt to maximize FDIC insurance coverage up to the Program Eligibility Limit, they may place your funds without regard to whether such funds may exceed the SMDIA at one or more Receiving Banks, even if your funds could be placed in one or more Receiving Banks in an amount less than the SMDIA.

You understand and agree that the Receiving Banks may pay fees to the Bank and Network Administrator and that the Bank and Network Administrator have no obligation to share these fees with you. The Bank will be entitled to retain, as a fee for its services to you, any interest paid by Receiving Banks that exceeds the rate determined by the Bank applicable to your Account. You understand and agree that the Bank and Network Administrator may financially benefit if it places your funds into a Receiving Bank in excess of the SMDIA when that Receiving Bank pays a greater amount of fees to the Bank or Network Administrator than other Receiving Banks that could increase the deposit insurance available to you. You further acknowledge and agree that each Receiving Bank may pay the Bank and Network Administrator a fee in connection with the placement of funds with the Receiving Bank, including for each of the Deposit Accounts, and such fees may vary between banks. You acknowledge that the Bank, Network Administrator, and the Receiving Banks may also receive other financial benefits in connection with your Network Deposits, and these benefits may not be shared with you.

Subject to the Terms and Conditions, the Bank's and Network Administrator's placement of Network Deposits may reflect considerations of federal and state law, the Bank's funding needs and funding needs of Receiving Banks, general economic conditions, or other factors determined by the Bank or Network Administrator in their respective sole discretion. The Bank and Network Administrator may place funds to enhance their business objectives and for balance sheet management purposes without any benefit to you. Subject to applicable law, your only rights with respect to Network Deposits are to demand the Bank repay you all of your Network Deposits and the amounts in your Account that were deposited with the Bank.

J. Deposit Account Information

You will have access to the list of Receiving Banks that hold your deposits and the amount of deposits by emailing **ClientServices@nbhbank.com** or calling **866-217-6361**. You may also review the exact balances swept from your Account to the Deposit Accounts at any given time, including the Receiving Banks at which your funds are on deposit, via online access. To do so, please contact the Bank **ClientServices@nbhbank.com** or calling **866-217-6361** to set up your online access. You must notify the Bank immediately of any discrepancies noted in the information provided to you and in no event later than thirty days after information in which the problem or error is first made available to you. You will not receive a separate statement from the Receiving Banks. If you have any questions regarding your Network Deposits, please contact the Bank by emailing **ClientServices@nbhbank.com** or calling **866-217-6361**. The Network Administrator, as agent of the Bank, may manage certain of the records and information relating to the Network Deposits.

K. Tax Reporting

The interest that you receive from your Network Deposits is generally fully subject to state and federal tax. An IRS Form 1099 will be sent to you by the Bank each year, showing the amount of interest income

you have earned from your Network Deposits. You will not receive a Form 1099 if you are not a citizen or resident of the United States.

L. Other Terms

Limits on Transfers from MMDAs under Regulation D: Federal banking regulations limit the transfers from MMDAs to a total of six during a monthly statement cycle, and certain aggregation rules may apply to transfers from such accounts at the Receiving Banks. These limits on transfers may limit the number of withdrawals you can make from your Network Deposits.

Inactive Accounts: The Bank and the Receiving Banks may be required by law to turn over (escheat) your Network Deposits to a state, typically your state of residence, based on account inactivity for a certain time period established by applicable state law. If Network Deposits are remitted to the state, you may file a claim with the state to recover the funds.

Transferability: Your Network Deposits may not be transferred by you except in connection with a change in ownership of your Account with the Bank that is linked to your participation in the Program. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law shall not be binding unless and until sufficient, acceptable documentation has been received.

Termination: The Bank may, at its sole discretion, and without any prior notice, terminate your participation in the Program. If you close your Account at the Bank, any associated Deposit Accounts will also be closed, and your funds will be distributed from the Network through your Account at the Bank.

Ordinary Care: Any failure by the Bank, Network Administrator or any Receiving Bank to act or any delay by such party beyond time limits prescribed by law or permitted by these Terms and Conditions is excused if caused by your negligence, interruption of communication facilities, suspension of payments by another financial institution, war, emergency conditions or other circumstances beyond the control of such party, provided such party exercised such diligence as such circumstances would normally require. You agree that any act or omission made by the Bank, Network Administrator or any Receiving Bank in reliance upon or in accordance with any provision of the Uniform Commercial Code as adopted in New York, any rule or regulation of the State of New York, the Federal Reserve or FDIC, or a federal agency having jurisdiction over such party shall constitute ordinary care.

Personal Information: The use of your information is governed by the privacy policy of the Bank. With respect to the Program, you understand and agree that the Network Administrator, including its affiliates, the Receiving Banks, Custodian Bank, the Bank and their service providers may obtain (or be provided by Bank) such information as may be necessary for legitimate business needs in connection with the operation of the Network. Such information will be shared among the parties only for use in providing the services hereunder and as otherwise legally required. Without limiting the foregoing, in order to obtain FDIC insurance under the Program, you must provide proper tax and other identification information to the Bank, which the Bank may disclose to the Network Administrator, Custodian Bank and any Receiving Bank.

Alternatives to the Program: By enrolling in the Program, you agree to the Terms and Conditions provided herein. You understand that, at any time, you may terminate your participation in the Program. If these Terms and Conditions terminate, the funds held through the Network will be credited to your Account at the Bank or returned to you in accordance with Bank's policies and procedures applicable to your Account.

Days of Operation: The Network will operate on all days when the Federal Reserve Bank of New York is open for business.

Mutual Institution and Subscription Rights: Your funds may be placed in a Deposit Account at a Receiving Bank that is in the mutual form of organization. Such a Deposit Account will be identified on the books of the mutual institution as described in Section III. B (Deposits and FDIC Insurance) and not in your name. The Bank and Network Administrator will not attend or vote at any meeting of the depositor members of a mutual institution or exercise any subscription rights in a mutual institution's mutual-to-stock conversion, either on its own or on your behalf. You hereby waive any right you may have to vote at any meeting of the depositor members, or to receive or exercise any subscription rights you may have in the event that the mutual institution converts from mutual to stock form, even if you held a Deposit Account as of an applicable record date.

Limitation of Liability and Indemnification: TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL YOUR BANK, NETWORK ADMINISTRATOR OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES OF ANY NATURE, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, GOODWILL OR BUSINESS INTERRUPTION. YOU AGREE THAT BANK SHALL HAVE NO LIABILITY TO YOU FOR ANY ACTION TAKEN OR OMITTED BY BANK HEREUNDER IN GOOD FAITH.

You agree to indemnify the Bank, Network Administrator and its nominees against, and to hold the Bank, Network Administrator and its nominees harmless from, all expenses (including counsel fees), liabilities and claims arising out of the holding, delivery or transfer of the Deposit Accounts and compliance with any legal process that Bank or Network Administrator believes (correctly or otherwise) to be valid.

Legal Process: The Network Administrator, the Bank, and the Receiving Banks may comply with any writ of attachment, execution, garnishment, tax, levy, restraining order, subpoena, warrant or other legal process, which such party reasonably and in good faith believes (correctly or otherwise) to be valid. The Bank may notify you of such process by telephone, electronically or in writing. You further agree that the Network Administrator, the Bank, and the Receiving Banks may honor legal process that is served personally, by mail, or by facsimile transmission at any of their respective offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Network Deposit records are maintained. If the Bank is not fully reimbursed for its record research, photocopying, and handling costs by the party that served the process, the Bank may charge such costs to your Network Deposits or other accounts with the Bank, in addition to any minimum fee the Bank may charge for complying with legal processes. You agree that the Bank may honor any legal process that is served personally, by mail, or by facsimile transmission at any of the Bank's offices or an office of the Bank's agent (including locations other than where the funds, records, or property sought is held), even if the law requires personal delivery at the office where your Deposit Account or records are maintained. The Bank, Custodian Bank and Network Administrator may provide your name, tax identification number and other pertinent identifying information to Receiving Banks, and other parties providing services in connection with the placement of your funds and the establishing and holding the Network Deposits.

M. General

Amendment: The Bank may modify these Terms and Conditions at any time, upon notice to you. All notices of material changes to these Terms and Conditions may be communicated by posting on our

website, letter, a separate electronic or written communication, a note on a periodic statement, or other means.

Waiver: Any provision of these Terms and Conditions may be waived if, but only if, such waiver is in writing and is signed by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Severability: If any term, provision, covenant or restriction of these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of these Terms and Conditions shall remain in full force and effect and shall in no way be affected, impaired or invalidated

Entire Agreement: These Terms and Conditions and any other documents provided by the Bank to you in connection with the Program constitute the entire agreement between the Bank and you, and supersede all prior and contemporaneous agreements and understandings, both oral and written, between the Bank and you with respect to the subject matter hereof. EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS, YOUR BANK MAKES NO REPRESENTATIONS OR WARRANTIES (ORAL OR WRITTEN, STATUTORY, EXPRESS, IMPLIED OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO MERCHANTABILITY, FITNESS FOR PURPOSE, CONFORMITY TO ANY DESCRIPTION OR REPRESENTATION, NON-INTERFERENCE OR NON-INFRINGEMENT.

Binding Effect: These Terms and Conditions shall ensure the benefit of and be binding upon the parties hereto and their respective permitted heirs, successors, legal representatives and assigns. Nothing in these Terms and Conditions, expressed or implied, is intended to confer on any person other than the parties hereto, and their respective permitted heirs, successors, legal representatives and assigns, any rights, remedies, obligations or liabilities under or by reason of these Terms and Conditions; provided that Network Administrator shall be a third-party beneficiary hereof.

Governing Law: These Terms and Conditions are to be construed in accordance with and governed by the internal laws of the State of Colorado and the United States of America without giving effect to any choice of law rule that would cause the application of the laws of any other jurisdiction to the rights and duties of the parties. Unless otherwise provided herein, the Bank and Network Administrator may comply with applicable clearinghouse, Federal Reserve and correspondent bank rules in processing transactions for your Network Deposits. You agree that the Bank and Network Administrator are not required to notify you of a change in those rules, except to the extent required by applicable law.

Disputes: EXCEPT TO THE EXTENT OTHERWISE PROVIDED BY APPLICABLE LAW, ANY DISPUTES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS AND CONDITIONS WILL BE GOVERNED BY THE TERMS OF THE AGREEMENT THAT GOVERN THE DEPOSIT ACCOUNT AT YOUR BANK THAT IS LINKED TO THE PROGRAM, INCLUDING THE DISPUTE RESOLUTION TERMS, ARBITRATION TERMS, CHOICE OF LAW, VENUE, WAIVER OF JURY TRIAL, AND COSTS RELATED TO DISPUTE RESOLUTIONS, IF ANY.

Interpretative Provisions: The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof. All Exhibits annexed hereto or referred to herein are hereby incorporated in and made a part of these Terms and Conditions as if set forth in full herein. Any singular term in these Terms and Conditions shall be deemed to include the plural, and any plural term the singular. Whenever the words “include”, “includes” or “including” are used in these Terms and Conditions, they shall be deemed to be followed by the words “without limitation”, whether or not

they are in fact followed by those words or words of like import. References to any document provided by the Bank to you or to any agreement or contract are to that document, agreement or contract as amended, modified or supplemented from time to time in accordance with the terms hereof or thereof. In any construction of the terms of these Terms and Conditions, the same shall not be construed against either party on the basis of that party being the drafter of such terms.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES. Please review the arbitration provision in its entirety which is found in Section 28 of this Deposit Account Agreement and Disclosure.

DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURE

Effective: July 27, 2026

1. INTRODUCTION. In this Deposit Account Agreement and Disclosure, each and all of the depositors are referred to as “you” and “your,” and the Financial Institution at which you maintain one or more deposit accounts (each, an "Account") is referred to as “we,” “our,” and “us.” This Deposit Account Agreement and Disclosure contains the terms and conditions governing your Accounts. As used in this document, the term “Agreement” means this document, the signature card, the Truth-In-Savings Account Disclosure (“TISA”) (for consumer accounts) or Rate and Fee Account Disclosure (for business accounts) (“Rate/Fee Account Disclosure”), the relevant Fee Schedule (the “Fee Schedule”), a Funds Availability Policy and Substitute Check Policy Disclosure (“Funds Availability Policy”), an Electronic Fund Transfer Agreement and Disclosure, and any other similar disclosures or notices we provide you, as applicable (all such disclosures and notices, the "Disclosures"). In that regard, certain laws and regulations require us to give specific Disclosures to certain types of clients. If we ever give you a Disclosure when we were not required to do so by the law and regulation that is the subject of such Disclosure, you understand and agree that you will not be able to take advantage of the rights or protections granted by such law and regulation or described in such Disclosure. You will, of course, receive the rights and protections to which you are entitled under laws and regulations that apply to you or your Account. Certain provisions of this Agreement apply only to consumer accounts, which are accounts established primarily for personal, family, or household purposes. Where federal consumer protection laws apply (including Regulation E, Regulation CC, and the Electronic Fund Transfer Act), those provisions govern consumer accounts notwithstanding other sections of this Agreement.

   Each of you signing the Signature Card or providing electronic acknowledgement for a deposit account acknowledges receipt of this document, the TISA or Rate/Fee Account Disclosure, and all other Disclosures that apply to your Account, and agrees to the terms set forth in this document, the TISA or Rate/Fee Account Disclosures, and all other Disclosures, as each is amended from time to time. You should READ and RETAIN this document and all Disclosures so that you can refer to them whenever you have a question about your Account.

   In establishing or maintaining an Account with us, you acknowledge and agree that our relationship with you is solely that of debtor and creditor and that we are in no way acting as a fiduciary for you or for your benefit, even if your Account is titled as a "trust account" or similar designation.

2. CERTAIN DEFINED TERMS. As used in this document, the following terms have the meanings set forth below:

   “Account Holder” means the person or entity identified in the bank’s records as the client in whose name a deposit account is established and maintained.

   “Available balance” means the ledger balance in your Account less holds for certain deposits pursuant to the Funds Availability Policy and less holds for debit card transactions that have been authorized but have not posted to or been paid from your account.

   “Average daily balance method” means the application of a periodic rate to the average daily balance in the Account for the period, determined by adding the available balance in the Account for each day of the period and dividing that figure by the number of days in the period.

   "Business Day" means any day other than a Saturday, Sunday, or other legal bank holiday.

   "Claims" means, except for purposes of the Arbitration provision of this document, all claims, actions, suits, and other proceedings (in each case, whether groundless or otherwise, whether initiated by you, by us, or by a third party, and whether initiated before or after your Account is closed and/or the Agreement is terminated) and any resulting judgments, awards, orders, fines, and penalties.

   "Costs" means all losses, costs, damages, fees, fines, expenses, and other liabilities we incur (including, without limitation, attorneys' fees and the costs and expenses of collection, litigation, arbitration, or other dispute resolution (whether at trial, arbitration, or on appeal) to the extent permitted by law and regardless of whether initiated by you, by us, or by a third party).

   "Daily balance method" means the application of a daily periodic rate to the available balance in the Account each day.

   “Deposit Account Owner” means the person or entity holding the legal and beneficial ownership interest in the funds on deposit, as determined by the Agreement and applicable law.

   "Financial Institution" means NBH Bank, including its Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole divisions.

   "Item" includes all orders and instructions for the payment, transfer, or withdrawal of funds from an Account. Unless the context otherwise requires, the Item includes, without limitation, checks, substitute checks, purported substitute checks, drafts, warrants demand drafts,

remotely created checks, remotely created consumer checks, image replacement documents, indemnified copies, preauthorized drafts, preauthorized payments, electronic transactions (including ACH, ATM, and POS transactions), automatic transfers, telephone–initiated transfers, online banking transfers, or bill payment instructions, withdrawal slips, in–person transfers, or withdrawals, cash tickets, deposit adjustments, and other orders, or instructions for the payment, transfer, or withdrawal of funds and images, digital images, or photocopies of any of the foregoing. Item also includes any written document created or authorized in your name that would be a check or draft but for the fact that it has not been signed. Item also includes anytime a merchant submits an ACH as a "Retry" after a previous attempt at payment was returned for insufficient funds or resubmits a check for payment that had been previously returned for insufficient funds.

"Ledger balance" means the total of all of your deposits less withdrawals and payments actually made.

3. DATE AN ACCOUNT IS OPENED. If you open an Account with us after the close of one of our Business Days or open an Account with us on a day that is not a Business Day, we will consider that the transaction was made at the opening of our next Business Day for account opening, effective date, and issue date purposes.

4. DEPOSIT ACCOUNTS. From time to time, we may offer or you may open a variety of Accounts. Each such Account is subject to the general terms and conditions and any specific terms and conditions relating to that type of account that may be set forth in the Agreement. If you open multiple Accounts you may receive a TISA or Rate/Fee Account Disclosure and one or more Disclosures for each Account, but this document will cover all your Accounts with us. Each of you will be jointly and severally liable to us for debit balances in the Account, including without limitation overdrafts (regardless of which of you created or benefitted from the overdraft) and Account charges, and jointly and severally promises to pay, upon demand, any and all debit balances, all fees and charges, and all Costs.

5. COMPLIANCE. In using your Account or any of our services, you agree to comply with all applicable laws and regulations (including, without limitation, economic and other sanction regulations issued by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury and Executive Orders issued by the President of the United States). You also agree that you will not use your Account or any of our services for any illegal transactions or activity. In that regard, the Unlawful Internet Gambling Enforcement Act of 2006 prohibits us from processing transactions identified as being restricted due to the provisions of that Act through any commercial Account or banking relationship. We will not open any commercial Account intended for such purpose, and we will close any commercial Account if we obtain actual knowledge that a client is participating in such restricted transactions through that Account.

6. INTEREST. If your Account earns interest, the following information applies:

    a. Payment of Interest. We will pay interest at the annual rate specified on the applicable TISA or Rate/Fee Account Disclosure, which does not reflect compounding ("Interest Rate"). The applicable TISA or Rate/Fee Account Disclosure also sets forth the frequency of interest payments, the frequency of any compounding and crediting, the interest accrual basis, the ledger balance on which interest will be paid, and any minimum balance requirements. Unless otherwise set forth in the applicable TISA or Rate/Fee Account Disclosure, interest begins to accrue on the Business Day on which we receive credit for the deposited funds (determined by the availability schedule of our Federal Reserve Bank or correspondent bank, as applicable).

    b. Minimum Balance Requirements. The applicable TISA or Rate/Fee Account Disclosure may specify a minimum balance that you are required to maintain in your Account. If you do not maintain the minimum balance during a specified period, we may not pay interest on your Account and/or may charge a fee for that period. You should review any minimum balance requirements on the applicable TISA or Rate/Fee Account Disclosure.

    c. Initial Interest Rate. The initial interest rate is the current annual rate of interest that we will pay on the specified ledger balance in your Account. We may pay interest at different rates, depending on the amount deposited and/or the type of depositor (individual, business, non-profit organization, etc.).

    d. Interest Compounding and Crediting. The applicable TISA or Rate/Fee Account Disclosure will indicate the interest compounding and crediting frequency for your Account (if any). Compounding generally means that interest is being accrued on earned interest. Interest may be compounded more frequently than interest is credited to your Account.

    e. Interest Accrual. We may accrue interest on your Account more frequently than we pay or credit interest. The interest that has been calculated, but not paid to the Account, is called accrued unpaid interest.

    f. Changes. We have the right to change the rates and fees in accordance with the terms of the TISA or Rate/Fee Account Disclosure. We also reserve the right to change any other term of the Agreement at our sole discretion.

7. FEES AND CHARGES. Subject to applicable law, you agree to pay us the fees and charges for your Account and for any other services we provide you, whether or not related to your Account (such as wire transfers of funds or issuing a cashier's check) shown on the TISA or Rate/Fee Account Disclosure, Fee Schedule, or otherwise disclosed to you from time to time. You agree that we may change the fees and charges from time to time. We will notify you of the changes, to the extent required by applicable law. You authorize us to debit your Account for their payment whether or not any such debit results in an overdraft of your Account. Existing and future fees and charges may be based upon the overall costs of providing account services and may be based upon the direct cost or expense associated with providing the particular service involved. The fees and charges may be based on consideration of profit, competitive

position, deterrence of misuse of account privileges by clients, and the safety and soundness of the Financial Institution. Your fees and charges may differ from those of other clients with the same type of account, based on our assessment of your overall relationship with us.

8. DEPOSIT RULES. The following terms apply to deposits made to your Account.

   a. Deposits and Deposit Slips. You may make deposits in person, by mail, or by any other method we make available, such as our automated teller machines. You are encouraged to use your personalized deposit slips in order to help us credit deposits to your Account as soon as possible and to minimize errors. You agree that we will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or by one of our associates.

   b. Risk of Loss and Reconstruction. We are not responsible for deposits made by mail, night depository. or other outside depository until we actually record the receipt of those deposits in our books and records. You are responsible for reconstruction and proof of loss of any items included in deposits that are lost or stolen in transit before we have received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction of any items included in the deposits that are lost or stolen after we have received and accepted the deposit.

   c. Limits on Deposits and Correction of Errors. We reserve the right to limit, refuse, or return any deposit. If we discover an error in any deposit or in our processing of it, we may make correcting entries to your Account and notify you of the correction. There is no time limit within which we may make such a correction.

   d. Foreign Items. As a result of time zones and other circumstances, international transactions may take place over the course of several Business Days. In certain circumstances, such as return items, an international transaction may take place on multiple Business Days over the course of a lengthy period of time (in some cases, more than 30 days). International transactions are always subject to changes in the currency exchange rate, which fluctuate on a daily basis. Changes in the currency exchange rate are likely to create a difference between what we give you as a provisional credit at the time of the transaction and what we receive from the other institution upon presentment of the item. We reserve the right to adjust your provisional credit to take account of these fluctuations in the currency exchange rate. Among other things, this means that you may owe us more if an international transaction results in a return item because of the fluctuation in the exchange rate between the time of the provisional credit to your Account and the return.

   e. Substitute Checks and Image Replacement Documents. You agree that you will not deposit, without our prior written consent, "substitute checks", as defined by federal law, or image replacement documents that purport to be substitute checks and that have not been previously endorsed by a bank. If you deposit such an item to your Account, you give us the same warranties and indemnities that we, as a reconverting bank, would give under applicable laws or regulations, and you agree to reimburse us for all Costs we incur with respect to warranty or indemnity claims. If you provide us with an electronic representation of an item or a substitute check for deposit into your Account instead of the original item or a substitute check, you give us the same warranties and indemnities that you would have given you if you had deposited the original item or substitute check, and you agree to reimburse us for all Costs we incur because any substitute check resulting from the electronic representation does not meet applicable substitute check standards and/or the electronic representation otherwise causes duplicate payments.

   f. Remotely Created Checks. If you deposit a remotely created check to your Account, you represent, warrant, and agree to the following: (1) the person on whose account the remotely created check is drawn authorized its issuance in the amount and to the payee stated on it; (2) if you created the remotely created check (A) you have express, verifiable proof of that authorization, (B) you will maintain that proof for at least 2 years from the date of the authorization, and (C) you will give us that proof upon our request for it; and (3) if the remotely created check is returned, you owe us the amount of the remotely created check, regardless of when it is returned, and you agree to reimburse us for all Costs we incur as a result of any breach of these representations, warranties and agreements.

   g. Cutoff Hour. If we receive an item at one of our banking locations on a day that is not a Business Day or after the close of Business, the item is deemed to have been received at the beginning of the next Business Day. Our Business Days and cutoff hour are subject to change from time to time at our discretion. Except to the extent additional notice is required by law, any change in our Business Days or cutoff hour becomes effective on the day the new Business Days or cutoff hour are posted at our offices.

   h. Notice of Stop Payment, Legal Process, or Setoff. An item we receive before the close of one of our Business Days may be subject to any stop payment order received, legal process served upon, or setoff exercised by us prior to 2:00 pm (Central time) of the next Business Day. Any knowledge, notice, stop payment order, legal process, or setoff comes too late to affect our right or duty to pay an item if it is received after that time. Additional limitations regarding stop payment orders, our right of setoff, or other legal process may be found elsewhere in this document.

   i. Endorsements. You authorize us to accept transfers and other paper items for deposit to your Account if they are made payable to, or to the order of, the Account Holder, whether or not they are endorsed by any or all of you. You authorize us to supply missing endorsements, and you warrant that all endorsements are genuine. All items deposited to your Account should be endorsed payable to our order and for deposit only, followed by your signature and Account number. All endorsements must appear on the back of the item within the first 1-1/2 inches from the left side of the item when looking at it from the front.

While we may accept nonconforming endorsements, you will be responsible for any loss we incur due to the delay in processing or returning the item for payment.

You will endorse any check or other item submitted for deposit exactly as it was made payable. You warrant that all endorsements on items deposited into Account are genuine.

j. Direct Deposits. If we offer direct deposit services for automatic pre-authorized deposits to your Account or automatic transfers from your other accounts with us, you must notify us at least thirty (30) days prior to the next scheduled direct deposit or pre-authorized transfer if you wish to cancel the direct deposit or transfer service. If any amount so deposited (including, without limitation, any Social Security payments) must be returned to the government for any reason, you authorize us to deduct the amount from your Account.

k. Crediting of Deposits. The Funds Availability Policy provided to you reflects our policies relating to the availability of deposited funds.

9. COLLECTION RULES. The following terms apply to our collection of items that you deposit to your Account:

a. Agency Status. Even though we may credit your Account immediately when you make a deposit, we receive any item (other than United States currency) for deposit or collection as your collection agent, we assume no responsibility beyond the exercise of due care, and we may handle the collection of any such item in accordance with our usual practices. Special instructions for handling an item are effective only if made in a signed writing and given to us along with the item in question. We will not be liable for default or negligence of our correspondents or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing House Association, or Funds Transfer System rules and contractual arrangements that we have with other financial institutions.

b. Truncation of Items. As your agent for collecting items you deposit with us, we may "truncate" paper items (i.e. convert them into electronic information or images) and present and return them electronically. We may also truncate paper items that are dishonored by the drawer's financial institution when we re-present them. We may reconvert a truncated item into a paper "substitute check," which is the legal equivalent of the original.

c. Provisional Credit, Final Payment, and Charge Back. All non-cash items (for example, checks) deposited to your Account (including items drawn on another account with us) are provisionally credited to your Account, subject to our receipt of final payment from the bank on which such item was drawn. Upon our receipt of final payment, the item becomes a collected item. If final payment is not received or if any item you have deposited or cashed is charged back to us for any reason, you authorize us to charge any of your Accounts, without prior notice and at any time, for the amount of the returned item, our returned item fee, any interest paid on that item, and any Costs. This authorization applies without regard to whether or not the item is returned to us, whether or not the item was deposited or returned by electronic or other means, whether or not the bank on which the item was drawn returned the item before its midnight deadline, and whether or not doing so results in an overdraft in your Accounts. Furthermore, if an item you deposit or cash is finally paid by the bank on which it was drawn, and that bank later returns the item to us claiming that it was altered, forged, unauthorized, or should not have been paid for some other reason, you authorize us to debit any of your Accounts for the amount of the item (along with our returned item fee, any interest paid on that item, and all Costs), even if doing so results in an overdraft in your Accounts. We are not obligated to question the truth of the facts that are asserted, to assess the timeliness of the claim, to take any action to recover payment of a returned item, or to assert any defense. We do not need to notify you in advance of our actions related to the claim. Unless we receive written instructions from you to the contrary, we will automatically redeposit any item upon its first unpaid return to us where the reason for that return is insufficient funds or uncollected funds. We are authorized to pursue collection of a previously dishonored item and, in so doing, may permit the bank on which that item is drawn to hold it beyond any applicable deadline.

10. WITHDRAWAL RULES. The following terms apply to withdrawals from your Account:

a. Manner of Withdrawal. You may make withdrawals from your Account in any manner we permit for that type of Account. Withdrawals by mail will be posted to your Account as of the day we process them. We may limit the amount of funds that may be withdrawn from your Account in cash for various reasons (including, without limitation, the amount of currency that is available at a particular banking center or ATM terminal). We may refuse to accept and/or impose a fee for processing (i) any item other than standard checks we provided or approved in advance or (ii) a withdrawal or transfer request that is attempted by any manner not specifically authorized for your Account, that is greater in frequency or number than that specifically permitted for your Account or which is for an amount less than any minimum withdrawal or transfer denomination required for your Account. We also may refuse to allow and/or impose a fee for processing a withdrawal if there is a dispute about the Account (unless a court has ordered us to allow the withdrawal), the Account is garnished or attached, the Account has been pledged as collateral for a debt, the availability of the funds on deposit cannot be verified, any required documentation has not been presented, or you fail to repay an obligation to us on time. Withdrawals and transfers from your Account may be restricted as provided in the Agreement or by applicable law.

b. Check Stock Requirements and Responsibilities. You are responsible for the condition of an item when you issue it. If any item is returned or payment is delayed as a result of any writing or marking that you or a prior endorser placed on the front or

back of the item, you will be responsible for any cost and liabilities associated with such return or delay. Checks purchased or printed from sources other than through us must contain security features that will prevent the check from being counterfeited. The minimum features acceptable are an artificial watermark, "VOID" pantograph, microprint lines, bleed-through check numbering, a warning band, and a Regulation CC endorsement backer on the reverse of the check. If you use checks that do not meet these minimum counterfeit-avoidance security standards, and your checks are counterfeited, we may refuse to honor your request for reimbursement of any losses you may suffer. In addition, if you elect to have your checks printed by a vendor that we have not approved, or you use check stock or security features that cause critical data to disappear or be obscured upon truncation, or you make your check out in such a way (such as by using lightly colored ink) that causes critical data to disappear or be obscured upon truncation, you agree to bear the risk of loss. You also agree to bear the risk of loss if you use check stock that contains printing inaccuracies, faulty magnetic ink, faulty encoding, or duplicate serial numbers. You must notify us promptly after you discover that any of your checks were lost or stolen.

c. Electronic Check Conversion. You authorize us to honor electronic debits against your Account resulting from an electronic check conversion. An electronic check conversion occurs when you give a paper check to a merchant or other payee and authorize that person to capture the routing, account, and serial numbers from that paper check to initiate an electronic debit to your Account. If one of your paper checks is converted, it will be collected electronically and charged against your Account much more quickly than a paper check. This means that (i) you will have a reduced right to stop payment, (ii) you need to make sure that your Account has sufficient collected funds to cover the debit, and (iii) you will not receive a copy of that cancelled check with your monthly statement. If a merchant uses a blank check to initiate a debit entry at the point of sale, the merchant should return the voided check to you. You should treat the voided check with care because someone else who obtains possession of it could use the information to initiate additional debits against your Account.

d. Electronic Presentment and Posting. You authorize us to charge your Account on the day an Item is presented (or returned) to us directly or electronically for payment. You also authorize us to charge your Account or place a hold on funds at an earlier time if we receive notice that an item or transaction has been deposited for collection at another institution or is being processed against your Account by a merchant (for example, at a point-of-sale terminal). In that regard, you should understand that some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. This could affect the balance available in your Account to cover other transactions. We are not responsible for damages or wrongful dishonor if any item is not paid because of insufficient funds resulting from these procedures. We may charge your Account for truncated or substitute items, other electronic information, or image replacement documents that are replacements for otherwise properly payable items.

e. Your Checking Account Balances: Your checking account has two balances: the “ledger” balance and the “available” balance. Both can be checked when you review your account online, at an ATM, by phone, or at a banking center. It is important to understand how the two balances work so that you know how much money is in your account at any given time. This section explains ledger and available balances and how they work.

Your ledger balance is the full amount of all deposits, even though some portion of a deposit may be on hold and may not be available to you (See Funds Availability Policy for more information), less payment transactions that have “posted” to your account, but not payment transactions that have been authorized and are pending. Your ledger balance is what is in your account, but it is not necessarily the amount you may spend. Any holds for purchase transactions, holds on deposits, or other checks, payments, and fees that have not yet posted will not appear in your ledger balance. For example, if you have a $50 actual balance, but you just wrote a check for $40, then your ledger balance is $50 but it does not reflect the pending check transaction. So, at that point, you actually have $50, but you have already spent $40.

Your available balance is the amount of money in your Account that is available to you to use. The available balance is the ledger balance less things like holds placed on deposits and pending transactions (such as pending debit card purchases) that the Financial Institution has authorized but that have not yet posted to your account. For example, assume you have a ledger balance of $50 and an available balance of $50. If you were to swipe your debit card at a restaurant to buy lunch for $20, then that merchant would ask us to pre-authorize the payment. If we authorize the payment, we will reduce your available balance by $20 because once we authorize the payment, we are obligated to pay. Your ledger balance would still be $50 because this transaction has not yet posted and we have not actually paid it, but your available balance would be $30 because you and we have committed to pay the restaurant $20. When the restaurant submits its bill for payment (which could be a few days later), we will post the transaction to your Account, and your ledger balance will be reduced by $20 and your available balance will remain the same. It is very important to understand that you may still overdraw your Account even though the available balance appears to show there are sufficient funds to cover a transaction that you want to make. This is because your available balance may not reflect all your outstanding checks and ACH transactions or other items that you have authorized, or other outstanding transactions that have not been paid from your Account. In the example above, the outstanding check will not be reflected in your available balance until it is presented to us and posted to your Account. In addition, your available balance may not reflect all of your debit-card transactions. For example, if a merchant obtains our prior authorization but does not submit a one-time debit card transaction for payment within three (3) business days of authorization (or for up to thirty (30) business days for certain types of debit card transactions), we must release the authorization hold on the transaction. The available balance will not reflect this transaction once the hold has been released until the transaction has been received by us and paid from your Account.

f. How Items Are Posted and Paid. Each item presented against an insufficient available balance in your Account (and that is not covered by a separate overdraft protection or overdraft privilege agreement with us) is subject to the service fee set forth in your Fee Schedule. For certain types of transactions, you will be charged a fee whether we pay the item or not. Please note that merchants/payees may present more than one ACH in an attempt to get paid or present a paper check multiple times if its first attempt is returned. We will assess a returned item fee each time we are presented with a transaction that overdraws your Account regardless of how many attempts the merchant/payee has made to collect the payment. Please refer to your Fee Schedule. We may determine whether or not your Account contains a sufficient available balance to pay an item at any time between the time we receive the item and our return deadline, and only one determination of the available balance in your Account is required. We may process, post and pay items (including those payable to us or on which we may be liable) in any order we determine, even if paying a particular item results in an insufficient available balance in your Account to pay one or more other items that otherwise could have been paid out of your Account. We may also establish categories for processing, posting, and paying different types of items and determine the posting order within and among those categories. If we temporarily post an item to your Account during the day, we may change its final posting order at the end of the day. Without limiting the generality of the foregoing, and with certain exceptions (for instance online account activity is posted in real time), our current practice is to (i) process and post deposits and credits to your Account before we process, post, and pay items and (ii) unless noted otherwise below, we process, post, and pay items in smallest dollar value to largest dollar value within the following categories:

CREDITS
(1) Deposits, including client-initiated transfers
(2) Incoming Wires
(3) Deposit correction credits
(4) Lockbox Deposits

DEBITS
(5) Outgoing Wire transfers
(6) Stop Payment Fees
(7) Deposit correction debits
(8) Safe Deposit Box Rent
(9) ACH Debit including Bill Pay ACH items and electronically converted checks*
(10) Client initiated transfers between accounts
(11) Debit Card purchases and ATM withdrawals
(12) Checks cashed by our tellers or presented in other client's deposits*
(13) Checks including Bill Pay Checks, not included in #12*
(14) Checks with no check number
(15) Other service charges including NSF fees, maintenance fees, etc.
* Items post in check or serial number sequence (then low to high within each serial number)

When you do not have a sufficient ledger or available balance in your Account to cover all of the items we receive on that day, this posting order may result in more overdrafts, returned items, and fees than may have resulted if we had used another posting order. Your Account statement(s) will not necessarily report items in the order that we posted them to your Account. We may change categories and the posting order within and among categories at any time without notice.

g. Insufficient Funds and Overdrafts.

i. Overdrafts and Declined or Returned Items. We do not have to pay an item if there is not a sufficient available balance in your Account to cover the full amount of that item. If there is a sufficient available balance in your Account to cover some, but not all, of the items presented against your Account on any day, (a) we will process, post, and pay those items for which there is a sufficient available balance in your Account according to our standard posting order described above and (b) we handle all other items in accordance with our overdraft procedures described below or in accordance with any other agreement you may have with us. Please note that merchants/payees may present more than one ACH in an attempt to get paid or present a paper check multiple times if its first attempt is returned. We will assess a returned item fee each time we are presented with a transaction that overdraws your Account regardless of how many attempts the merchant/payee has made to collect the payment. Even if we choose to pay one or more overdrafts, we are not obligated to cover any future overdrafts. We are not required to send you prior notice on items returned for an insufficient available balance or items we pay into overdraft. You agree to deposit sufficient funds to cover any overdraft and any service fees upon notice of the overdraft, and to reimburse us for any costs we incur in collecting the overdraft from you. If you do not bring your ledger balance positive within five (5) days, you may be assessed a continuing negative balance per day as disclosed in your Fee Schedule. If you do not bring your ledger balance positive within 60 days, your Account may be closed at our sole discretion.

ii. Standard Overdraft Practices. An overdraft occurs when you do not have a sufficient available balance in your Account to pay an item but, as a convenience to you, we pay it anyway. We will charge you an overdraft fee if we pay a transaction that is greater than one dollar ($1) and it results in a ledger balance that is overdrawn by more than five dollars ($5). We may cover your overdraft by using standard overdraft practices that apply to your Account. Our overdraft practices are not a guarantee of payment.

1. Overdraft Privilege Program. If your Account meets our eligibility standards (based on the length of time your Account has been opened, the type of activity, the type of account, and your usage of the Account), under Standard Overdraft Privilege we will consider authorizing and paying overdrafts for the following types of transactions: checks and other transactions made using your checking account number, online bill payments, ACH transactions, or automatic/pre-authorized debits (i.e. recurring debit card transactions). For consumer accounts, unless you have affirmatively consented to Extended Overdraft Privilege (see below), we generally do not authorize and pay (i.e. we decline) ATM and everyday debit card transactions that exceed your available balance at the time of the authorization request at the point of sale or at the ATM. Under the Overdraft Privilege Program, we pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. For additional information regarding the Overdraft Privilege Program, please refer to our separate disclosure entitled Overdraft Coverage Options.

2. Recurring Debit-Card Transactions. A recurring debit-card transaction occurs when you provide a merchant your debt-card information and it sets up a regularly or semi-regularly scheduled payment. We are entitled to and will rely on how the merchant codes the particular debit-card transaction as "recurring" or "non-recurring." If a recurring debit-card transaction is submitted to us and would be drawn against an insufficient available balance, we may decline it with no fee assessed or pay it. For consumer accounts, if we pay the transaction and it is greater than one dollar ($1) and it results in a ledger balance overdrawn by more than five dollars ($5), we will assess you an overdraft fee. These limits do not apply to business accounts.

3. Non-Overdraft Privilege Accounts. If your Account is not eligible for or you choose not to participate in the Overdraft Privilege Program, we may still pay items in our discretion if there is not a sufficient available balance in your Account to cover the full amount of that item. If we return an item, we will assess a fee. If we decline a debit card transaction, no fee will be assessed. If we pay transactions other than debit card or ATM transactions, we will charge consumer accounts with an overdraft fee if the transaction is greater than one dollar ($1) and it results in a ledger balance that is overdrawn more than five dollars ($5). These limits do not apply to business accounts. If you attempt to enroll in Overdraft Privilege Program and your Account is not eligible to participate in Overdraft Privilege Program, the Overdraft Privilege Program will be removed from your Account without further notice to you.

4. Extended Overdraft Privilege. If your Account is eligible and you affirmatively opt-in, we may authorize and pay everyday (i.e., non-recurring) debit card and ATM transactions that would exceed your available balance at the time of authorization. We will charge you an overdraft fee if, when the transaction posts to your Account (which could be up to three days later), the transaction is greater than one dollar ($1), and it results in a ledger balance that is overdrawn more than five dollars ($5) for consumer accounts. If you do not opt in and your transaction exceeds your available balance, we will decline the transaction at the point of sale or at the ATM, and no fee will be assessed. These limits do not apply to business accounts.

iii. Overdraft Protection Plans. In addition to our standard overdraft practices applying to your Account, we also offer two additional overdraft protection plans that may cover an overdraft, such as a link to a checking, savings, money market account, or a line of credit which may be less expensive than our standard overdraft practices. Each plan provides a different level of protection when your available balance will not cover a transaction presented to us for payment or authorization. To learn more, please ask us about these plans.

   a. Overdraft Protection Transfer Services (Deficit Transfer). Optional "Overdraft Protection" is available to link a second account such as a checking, savings, or money market account to your Account to cover an overdraft in (and the transfer fee) in $100 increments (or such other increment as we may agree). If the second account does not have a sufficient available balance to cover the overdraft (and the transfer fee) in a $100 increment (or such other increment as we may agree), the total available balance in the second account will transfer. If the remaining funds in the second account are not sufficient to cover the overdraft in your Account, you may still incur an overdraft fee, but you will not incur a transfer fee. (Please consult your Fee Schedule for additional details on fees.)

   b. Ready Cash Reserve. You may also choose to apply for "Ready Cash Reserve," a line of credit we offer to qualified depositors to cover overdrafts. A fee will apply for each transfer (Please consult your Fee Schedule for additional details on fees). Interest charges may also apply. Please ask about additional details or for additional materials regarding Ready Cash Reserve. Subject to credit approval. (Provides peace of mind and may provide a safety net, especially in an emergency). Please note that a transfer fee may still be assessed even if the transfer from the Ready Reserve does not cover the transaction and the transaction results in an overdraft or returned item fee.

iv. Frequently Asked Questions Regarding Our Standard Overdraft Practices.

What fees will I be charged if you pay my overdraft? We will charge you our standard overdraft fee as disclosed in the Fee Schedule for each item paid that overdraws your Account. For consumer accounts, unless you have provided your consent, we will not charge an overdraft fee for ATM withdrawals and everyday debit card transactions that overdraw your Account. For consumer accounts, we will not charge an overdraft fee if your ledger balance is overdrawn by less than five dollars ($5). In addition, we will not charge consumer accounts more than five (5) per item fees each business day. Please note: On all accounts, if your Account remains overdrawn five (5) consecutive business days, beginning on the 5th business day we will charge you a continuous overdraft fee each business day until your ledger balance is brought to a positive balance. Please consult your Fee Schedule for additional details on overdraft fees.

What if I want you to authorize and pay ATM transactions and everyday debit card transactions with my consent? For consumer accounts, if you want us to authorize and pay ATM and everyday debit card transactions that exceed the available balance in your Account, your consent is needed for this service. You can visit one of our banking centers, call Telebank 24 and press zero to speak to an operator, or utilize any other method as may be communicated to you by us from time to time. You can discontinue this service at any time by using any of the above methods.

v. Discretionary Nature of Our Standard Overdraft Practices. We may pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any item. We may authorize and pay items based on a variety of factors, such as your Account's tenure, overdraft behavior, or balance information. Our standard overdraft practices described above are discretionary overdraft services; if factors warrant, we may not pay overdrafts and will return or decline to authorize overdraft items. For consumer accounts, if you do not give us consent to authorize and pay ATM withdrawals and everyday debit card transactions that exceed the available balance in your Account, those transactions will generally be declined at the ATM or merchant location.

vi. Helpful Tips for Avoiding Overdrafts. Excessive overdrafts are discouraged. They are expensive and may damage your credit. Here are some suggestions on how to avoid overdrawing your Account:

1. Know your Account balances and keep a check register that is up to date. You may check your Account balances anytime with these free services: online banking, mobile banking, or Telebank 24 automated line. However, please remember that your Account balances reported through these free services will not reflect outstanding items, such as ACHs and checks not yet posted to your Account.

2. Sign up for Online Banking alerts to receive an email or text message when your Account balances are running low. Additional data and message fees may apply.

3. Utilize our Overdraft Protection Transfer Services by setting up an automatic transfer from another account or apply for “Ready Cash Reserve”, a line of credit that would automatically cover an overdraft.

4. Contact us if you need assistance.

h. Administrative Suspension of Certain Account Privileges. If you maintain a persistent negative balance in your Account, we reserve the right to administratively suspend your use of the Account until that persistent negative balance has been repaid in full. We will accept all deposits (including, without limitation, deposits by electronic means from any governmental, or other source) made to an Account while it is administratively suspended. We will deem any such deposit as your good faith effort to retire the persistent negative balance and will apply each such deposit against the persistent negative balance until it has been paid in full. Any deposit in excess of the amount necessary to repay the persistent negative balance in full will remain on deposit in your Account and will be available on the terms and conditions then applicable to such Account. If any deposit is made to an Account while it is administratively suspended, we will provide a statement for the period in which the deposit is made to the most recent address associated with the Account and will continue to provide such statements until you close the Account or it is again administratively suspended. As used in this section a persistent negative balance means a negative ledger balance of any amount which has existed for at least 29 consecutive days.

i. Prior Notice Before Withdrawal. We retain the right to require you to give at least seven (7) days notice in writing prior to any intended withdrawal from a savings, NOW, or money market account. Although we do not currently require prior notice before withdrawal on these Accounts, doing so does not mean that we give up this right.

j. Postdated Items. You agree that when you write an item, you will not date it in the future. If you do and the item is presented for payment before the date on the item, we may pay it or return it unpaid. You agree that if we pay the item, the item will be posted to your Account on the date we pay the item, even though the posting date is prior to the date of the item. You further agree that we are not responsible for any loss to you in doing so. We will not honor a postdated item if we receive advance notice from you at such a time and in such a manner as to afford us reasonable opportunity to act. The notice must be in writing, and it must specify the date, amount, and number of the item, along with the name of the payee. Notices are effective for the time periods stated under Stop Payment Requests. You agree that we may return a postdated item to the presenter.

k. Power of Attorney. The person executing a power of attorney will be referred to as the principal and the person acting for the principal as the agent. We will only accept a Durable Power of Attorney. We may refuse to comply with a power of attorney for reasonable cause and until we receive an affidavit from the agent stating that the power of attorney presented is a true

copy and that, to the best of the agent's knowledge, the principal is alive, and that the relevant powers of the agent have not been altered or terminated.

l. Signatures.

i. Specimen Signatures. We may use the signature on your signature card, a resolution or any separate written authorization that you give us when necessary to verify the signatures on items drawn on your Account. When an Account is held in the name of two or more persons as officers, agents, trustees, personal representatives, or in some other fiduciary capacity, each authorizes the other to draw items and otherwise act on the Account.

ii. Facsimile Signatures. If you use any form of facsimile signature device, you agree (A) to deliver a sample to us, (B) that you are solely responsible for maintaining security of the facsimile signature device, and (C) you bear the entire risk for unauthorized use of the facsimile signature device, whether or not you are negligent. You are responsible for any item presented against your Account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. You agree that neither any facsimile signature we have been authorized to honor, nor any facsimile signature which reasonably resembles the specimen you are required to provide to us may be considered a forgery or an unauthorized signature, but that such facsimile signature shall be effective as your signature or endorsement, whether or not you have been negligent. You further agree to indemnify and hold us harmless from and against any and all Claims and Costs you or we may suffer or incur as a result of the unlawful use, unauthorized use, or misuse by any person of any such facsimile signature or the device by which it is affixed.

iii. Multiple Signatures. When your Account was established, you may have indicated a desire for more than one authorized signature on certain items by designating a specific number of desired signatures on the signature card, a resolution, or in a separate written authorization that you gave us. However, because our automated processing procedures preclude us from identifying items that require multiple signatures, you recognize that such a requirement is for your internal purposes only, and you agree that we are not required to determine if any item contains the number of signatures indicated by any such designation.

m. Automated Processing and Legends. We have adopted automated collection and payment procedures so that we can process the greatest volume of items at the lowest possible cost to all clients. These automated procedures are based on the use of high-speed automated processing equipment that relies primarily on information encoded onto each item in magnetic ink. As a result, you agree that in paying or taking an item for collection, we may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, you agree that we may rely on the amount of an item as encoded in magnetic ink, even if the magnetically encoded amount differs from the face amount of the item. Similarly, you agree that we may disregard restrictive language (such as "Void after 90 Days," "Paid In Full," "Two Signatures Required," "Void Over $100," or similar statements) in paying or taking an item for collection. You agree to reimburse us for all Costs we incur because you issue or deposit an item containing such language. You also agree that we do not fail to exercise ordinary care in paying items solely because our procedures do not provide for the sight examination of any items, or only items below a threshold amount we determine from time to time. Even though the risk of loss is somewhat higher than it would be if we did not use these automated collection and payment procedures, you understand and agree that your risk of suffering a loss is low compared to the fees you would have to pay if we examined each item manually. Accordingly, you agree that we will not be liable to you for losses you may suffer because we honor items: (1) bearing facsimile signatures, (2) bearing manual signatures, which are so cleverly forged that a reasonable bank associate could not detect the forgery, (3) that we never have a chance to view because of truncation, (4) which are processed mechanically in a manner which is consistent with industry standard practice, and (5) containing restrictive legends.

n. Preauthorized Drafts. If you voluntarily give information about your Account (such as our routing number and your Account number) to a party who is seeking to sell you goods or services, and you do not physically deliver an item to the party, any item presented against your Account by the party to whom you gave the information is deemed authorized by you. You understand and agree that, after any such item is charged to your Account, we will not reverse the transaction by re-crediting the amount of such item to your Account.

o. Imaging. You authorize us to store and use your signature card and other Account related documents and information in any reasonable form we deem appropriate, including through the use of any digitized signature capture or electronic document imaging or conversion process, and to destroy the originals after doing so. Your paid items will not be returned to you but will be imaged and the physical items will be destroyed shortly after we process them. If you use our online banking service, you may access electronic images of paid items through that service. You can obtain copies of the image of your paid items in person at one of our banking centers, or by calling us and providing us with Account number, item number, the amount of the item, and (if known) the date the item was paid. We may charge you a fee for each copy (including the front and back of each paid item). We are not responsible for any special or consequential damages under any circumstances for our inability to provide copies of paid items. Our liability, if any, will not exceed the face amount of the paid item in question. You agree to provide us with reasonable proof of any loss.

p. Cashing Items for Non-Clients. We reserve the right to require reasonable identification from any person presenting an item drawn on us. Reasonable identification includes a thumbprint. We also reserve the right to refuse to cash any items presented by non-clients. Because cashing an item for a non-client exposes us to additional fraud risks, you agree that we may (1) charge a fee for cashing an item for a non-client when the item is drawn on your Account, and (2) deduct the fee from the cash remitted to the non-client. You agree that we will not be liable for wrongful dishonor for refusing to cash an item if the payee refuses or fails to pay a fee or comply with our identification procedures.

q. Stale Items. We reserve the right to pay or dishonor any item more than six (6) months old without prior notice to you.

r. Stop Payment Requests. Subject to the limitations stated in the last paragraph of this section, you may request us to stop payment on any item payable against your Account, whether issued or authorized by you or any other Account Holder, Deposit Account Owner, or authorized signer. However, only the person who requested a stop payment may release or cancel it. You may be charged a fee for any stop payment request. Please refer to your Fee Schedule.

A stop payment request is effective only if we receive it at such time and in such manner as to afford us a reasonable opportunity to act upon it before our cut-off time as described above. Our acceptance of a stop payment request does not constitute a representation that the item has not already been paid or that we have a reasonable opportunity to act upon the request.

We will confirm in writing to you our receipt of your stop payment request. The written confirmation will specify the length of time for which the stop payment is effective. We will not give you notice that a stop payment request has expired. A stop payment request may be renewed for additional periods at any time prior to its expiration.

In order to request us to stop payment on an item, you must give us your Account number, the date, amount and number of the item, and the name of the payee on the item. You must be precise in the information you give us, and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete. Moreover, we are not obligated to re-credit your Account if we pay an item over a valid and timely stop payment request unless you are able to demonstrate the fact and amount of your loss. If we do re-credit your Account after paying an item over a valid and timely stop payment request, you agree to transfer to us all of your rights against the payee or other holder of the item and to assist us in any legal action we may later take against that person. If we comply with any stop payment request you give us, you agree to defend, indemnify, and hold us harmless from and against any Claims or Costs resulting from or relating in any way to that stop payment request.

You may not request us to stop payment on any item we have accepted, which we are obligated to pay (such as a money order or an official, certified, cashiers, or teller's check) or for which we have otherwise become accountable. In addition, you may not request us to stop payment on items governed by any separate agreement we have with you, such as a check guaranty agreement.

11. CHECKING ACCOUNTS. If your Account is a checking Account, the following terms may apply:

a. Interest Bearing and NOW Accounts. If we offer "NOW" (interest bearing checking) accounts, the Account must consist solely of funds in which the entire beneficial interest is held by one or more individuals in an individual capacity, a sole proprietor, or a governmental unit, but not professional corporations or business partnerships. A "NOW" account may also be held by a for profit organization serving in a fiduciary or trustee capacity for an entity that is itself permitted to hold a "NOW" account. Otherwise, an organization may hold a "NOW" account only if it is operated primarily for religious, philanthropic, charitable, educational, or other similar purpose.

b. Internal Account Restructuring. Your Account may consist of a checking sub-account and a savings sub-account. We may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your Account earns interest, your interest calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement. This is simply an internal accounting treatment of deposits by us and has no effect on your Account.

c. For Business Accounts: Security, Checking Writing, Positive Pay, and Reverse Positive Pay Services. To help protect against fraudulent or otherwise unauthorized activity, for Business Accounts, we generally require certain security features in connection with check writing, including positive pay or reverse positive pay services. These services are designed to protect against unauthorized items or entries by comparing client-provided payment information against information presented to the Financial Institution in connection with such items or entries. You must be enrolled in our online banking services for business accounts or our treasury management services to access and utilize these services for your Account. To have check writing capabilities on your Account, it is our general policy that you use these security features unless you agree to waive the protections under these services by opting out. You will need to contact your banking center or treasury management representative in order to opt out of positive pay or reverse positive pay services.

12. TIME DEPOSITS. If your Account is a time deposit, you have agreed to keep the funds on deposit until the maturity of your Account. If your Account has not matured, any withdrawal of all or part of the funds from your Account may result in an early withdrawal penalty.

We will consider requests for early withdrawal, and if granted, the penalty provided in your TISA or Rate/Fee Account Disclosure will apply.

a. Penalty. The early withdrawal penalty is calculated as a forfeiture of part of the accrued interest that has or would be earned on the Account. If your Account has not yet earned enough interest so that the penalty can be deducted from earned interest, or if the interest already has been paid, the difference will be deducted from the principal amount of your Account. For fixed rate Accounts, we will use the rate in effect for your deposit.

b. Exceptions. We may allow the withdrawal of all or part of your Account before the maturity date without imposing an early withdrawal penalty in the following circumstances: (1) one or more of you dies or is determined legally incompetent by a court or other administrative body of competent jurisdiction; (2) where the Account is an Individual Retirement Account (IRA) and the IRA holder revokes the IRA within 7 days of the establishment of the plan document (Simplifier); (3) Disability of the IRA holder under the requirements of IRC Sec 72(t); and (4) Withdrawals paid directly to the beneficiary of a deceased IRA holder.

13. FRAUD DETECTION AND DETERRENCE; IDENTITY THEFT.

a. Background and General Precautions. Check and other fraud has increased dramatically in recent years due to a number of factors, including increased access by criminal elements to high quality computer scanning and printing equipment and expedited funds availability mandated by Congress and the Board of Governors of the Federal Reserve System. There are several precautions you can and should take to decrease the risk of unauthorized debits to your Account. Such precautions include, but are not limited to, those listed in the remainder of Section 13.

b. Safeguard critical identity information such as your Account number. Your Account number can be used by thieves to encode your number on a false demand draft that looks like and functions like an authorized item. Your Account number can also be used to electronically remove money from your Account. If you provide your Account number in response to a telephone solicitation for the purpose of making a transfer (for example, to purchase a service or merchandise), payment can be made from your Account even though you did not contact us directly and order the payment.

c. Safeguard checkbooks, unused checks, electronic access devices, ATM and debit card PIN numbers, Tokens, Code(s), and facsimile signature machines. If you furnish your access device and grant actual authority to make transfers to another person (for example, a family member, friend, or coworker) 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.

d. Avoid writing checks in a way that encourages alteration, such as using pencil or leaving large spaces.

e. Promptly and carefully, review each statement we send or make available to you for unauthorized debits, and promptly report any to us.

f. Review your checkbooks, unused checks, and on-line statements for unauthorized activity upon any suspicion that checks may have been stolen.

g. Close your Account immediately upon discovery of any known or suspected unauthorized debits.

h. For Business Accounts: Failure to Implement Available Security Features, Products, and Services. In addition, we may from time to time offer you certain security features, products, and services that are designed to assist you in detecting certain types of fraudulent transactions (such as forged, unauthorized, counterfeit, altered, or otherwise fraudulent checks) before they are finally paid against your Account(s). The security tools, products, and services we offer include, but may not be limited to positive pay, payee positive pay, reverse positive pay, ACH positive pay, and account reconciliation. You acknowledge and agree that you have received information regarding these security features, products, and services from time to time. While no security feature, product, or service will be completely effective, you acknowledge that the security features, products, and services we offer will reduce the likelihood that certain types of fraudulent items will be finally paid against your Account(s). As a result, you agree that if you fail to implement and properly use any of these security features, products, or services, and we finally pay a fraudulent item presented against your Account(s) that the security features, products, or services were designed to detect, then so long as we have dealt with such fraudulent items in good faith and in accordance with prevailing commercial banking standards (other than any such standards that are inconsistent with the standards established by the agreements and other documents relating to such security procedures, products, or services) and even if you reported the fraudulent item to us within the period required by Section 20(b): (a) the fraudulent item will be deemed to be properly payable; (b) you will be precluded from asserting any Claims against us for finally paying such fraudulent items against your Account(s); (c) we will not be required to re-credit your Account(s) or otherwise have any liability for paying such fraudulent item; and (d) you will indemnify us for all Claims and Costs relating in any way to our final payment of such fraudulent item. The fees and charges for your Account(s) reflect this allocation of responsibility for fraudulent items, including your responsibility to implement and properly use the security features, products, and services we make available to you in detecting and reporting fraudulent items to us before they are finally paid. Business Debit Cards issued in connection with business accounts are not subject to Regulation E. You are responsible for safeguarding card credentials, supervising authorized users, and promptly reporting unauthorized transactions within required timeframes.

14. 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.

15. FORMS OF ACCOUNT OWNERSHIP. The way in which your Account is owned is designated on the signature card. We may rely on the form of ownership of your Account, as designated on the signature card, for all purposes relating to your Account. By signing the signature card, you are approving the form of ownership and titling of your Account designated on the signature card. We have no responsibility to inform you as to how the designated form of ownership or titling affects your legal interests. If you have any questions regarding those matters, you should consult your own attorney, as you bear the sole responsibility for them. Based upon the type of account ownership that you have designated, the following terms and conditions apply. When we accept a deposit to an account or permit a withdrawal or payment from an Account, we may rely upon the form of the Account and the terms of the Agreement at the time we process the transaction. We do not have to inquire about the source or ownership of any funds we receive for deposit or about the application of any withdrawal or payment from an Account. When we permit a withdrawal or payment from an Account at the request of any signer, or the agent of any signer, including an authorized signer, in accordance with the terms of the Agreement, the withdrawal or payment completely releases and discharges us from all claims regarding the withdrawal or payment.

    a. Individual Accounts. An individual Account is an Account in the name of one depositor only. Only that person, or another person authorized by that person, may write or authorize items against the Account regardless of who owns the funds. An authorized signer may make transactions on your behalf during your lifetime but does not own the Account unless the authorized signer is also designated as a Payable on Death ("P.O.D.") payee or trust account beneficiary.

    b. Multiple Party Accounts. This section pertains to Multiple Party Accounts:

        i. Standard Joint Account Ownership. An Account with two or more Account Holders is a joint account. By policy, we do not offer joint ownership as tenants in common. Therefore, unless otherwise disclosed, all joint Account Holders will be considered joint tenants with right of survivorship. This means that upon the death of one of the joint Account Holders, that person's ownership interest in the Account will immediately pass to the other joint Account Holder(s). Similarly, by policy we do not permit joint ownership as tenants by the entireties, even if the joint Account Holders are a husband and wife who are residents of a state that recognizes that form of ownership.

            1. Each joint Account Holder, without the consent of any other joint Account Holder, may, and hereby is authorized by every other joint Account Holder, to make any transaction permitted under the Agreement, including without limitation, (1) to withdraw all or any part of the Account funds, (2) to pledge the Account funds as collateral to us for any obligation, whether that of one or more joint Account Holders or of a third party, (3) to endorse and deposit items payable to any joint Account Holder, (4) to give stop payment orders on any item, whether drawn by that joint Account Holder or not, and (5) to close the Account, with the disbursement of Account proceeds as instructed by such joint Account Holder.

            2. Each joint Account Holder is authorized to act for the other joint Account Holder(s), and we may accept orders and instructions regarding the Account from any joint Account Holder.

            3. Each joint Account Holder guarantees the signatures of the other Account Holder(s) and authorizes each other joint Account Holder to endorse items for deposit if they are payable to any joint Account Holder.

            4. If we believe there is a dispute between joint Account Holders or we receive inconsistent instructions from the joint Account Holders, we may suspend or close the Account, require a court order to act, and/or require that all joint Account Holders agree in writing to any transaction concerning the Account.

            5. Each joint Account Holder's obligations under the Agreement are joint and several. This means that each joint Account Holder is fully and personally obligated under the terms of the Agreement, including liability for overdrafts (regardless of which of joint Account Holder created or benefitted from the overdraft) and debit balances as set forth above.

            6. The joint Account is subject to garnishment orders and our right of setoff as set forth below.

            7. If you establish a joint Account without the signature of the other joint Account Holder(s), you agree to hold us harmless for our reliance upon your designation of the other joint Account Holder(s) listed on our documents.

            All of these rights exist irrespective of who contributed the funds to the joint Account.

        ii. Alternative Joint Account Ownership. If you are a legacy Vista Bank client, opened your account prior to July 27, 2026, and have not executed a new signature card, you may have an Alternative Joint Account, as described below. Please refer to your most recent signature card to identify your Account ownership type.

            1. Multiple-Party Account without Right of Survivorship: The Deposit Account Owners own the Account in proportion to the parties' net contributions to the Account. We may pay any sum held in the Account to a

Deposit Account Owner at any time. On the death of a Deposit Account Owner, the party's ownership of the Account passes to the P.O.D. beneficiaries. Note: The P.O.D. beneficiary shall not by reason of being designated as such have any rights with respect to the Account until after the death of the last surviving Deposit Account Owner. If a Deposit Account Owner pledges the Account as collateral for an obligation, the pledge prevails over the rights of any P.O.D. beneficiary, to the extent permitted under state law.

2. Multiple-Party Accounts Designated as Community Property Accounts: This type of Account may only be held by a married couple as Deposit Account Owners, and only if noted on the Signature Card. You understand and agree that the ownership of such a community property account both during and after the lifetime of a Deposit Account Owner is determined solely by applicable state law and may be affected by a will, and that you should consult an attorney if you have any questions concerning the application of state law, state Estates Code or otherwise community property law and the division of property upon the death of a spouse. If the Deposit Account Owners divorce, we will treat them as owners jointly with right of survivorship.

iii. Totten Trust Account. A Totten Trust Account is an informal trust account, reflected on our records, but without a written trust agreement, where the Account is owned by the trustee. The beneficiaries have no right to any funds in the Account during the trustee's lifetime. As the owner of the Account, the trustee may withdraw money from the Account and may, by written direction to us, change the beneficiaries under the Account. If the Totten Trust Account is held by more than one trustee, the trustees will be subject to the rules pertaining to joint account ownership as set forth above. When the last trustee dies, the Account is owned by the named beneficiary or beneficiaries. If there is more than one surviving beneficiary, the respective interest of each shall be deemed to be in equal shares, unless otherwise stated in our Account records and as allowed by applicable state law. If there is no surviving beneficiary upon the death of the last trustee, state law will determine ownership of the funds in the Account.

iv. Payable on Death (P.O.D.). A P.O.D. Account is an Account payable to the Account Holder during his or her lifetime. As the owner of the Account, you may withdraw money from the Account and may, by written direction to us, change the P.O.D. payees under the Account. When the Account Holder dies, the Account is owned by the surviving P.O.D. payee(s). If the P.O.D. Account is held by more than one person, it will be subject to the rules pertaining to joint account ownership as set forth above. If there is more than one surviving P.O.D. payee, the Account shall be paid in equal shares to the surviving P.O.D. payee(s), unless otherwise stated in our Account records and as allowed by applicable state law. If there is no surviving P.O.D. payee upon the death of the last owner, state law will determine ownership of the funds in the Account.

v. Health Savings Account with Beneficiary Designation. Qualifying natural persons may establish a Health Savings Account to obtain certain tax advantages in relation to the payment of medical and other permitted healthcare expenses. The Account may be held only by one individual owner; however, the Deposit Account Owner may designate another person to have the power to conduct transactions on the Account. If you designate your spouse by beneficiary designation and you predecease your spouse, we will thereafter treat the account as your spouse's Health Savings Account, and, subject to a change in applicable law, no tax on the account balance will be due at the time of your death. If your spouse predeceases you, or if you designate someone other than your spouse as your beneficiary of the Health Savings Account, taxes may be due on the remaining Account balance on your death. You should consult a tax adviser for further information regarding the tax implications associated with this deposit account type.

c. Additional Account Types. This section applies to other deposit account types:

i. Formal Trust Account. A Formal Trust Account is an Account held by one or more trustees for the benefit of one or more beneficiaries according to a written trust agreement. Upon our request, the trustee(s) will give us a copy of any trust agreement covering the Account and, if requested, the trustee(s) will give us an affidavit of the trustee(s) certifying certain aspects of the trust agreement upon which we may rely. We act only as custodian of the trust funds and are under no obligation to act as a trustee or to inquire as to the powers or duties of the trustee(s). The trustee(s) and/or any person opening the Account, in their individual capacity and jointly and severally, agree to indemnify and hold us harmless from and against any and all Costs may suffer or incur arising out of any Claim by any beneficiary or other trustee with respect to the authority or actions taken by the trustee(s) in handling or dealing with the Account.

ii. Uniform Transfer to Minors. If you have established the Account as a custodian for a minor beneficiary under the Uniform Transfers to Minor Act or the Uniform Gifts to Minors Act of the state specified under the Governing Law section, your rights and duties are governed by such Act. You will not be allowed to pledge the Account as collateral for any loan to you. Deposits in the Account will be held by us for the exclusive right and benefit of the minor beneficiary. The custodian and/or any person opening the Account, in their individual capacity, agree to defend, indemnify, and hold us harmless from and against any and all Claims and Costs we may suffer or incur arising out of any Claim by any beneficiary or other custodian with respect to the authority or actions taken by the custodian in handling or dealing with the Account.

iii. Agency Accounts. An Agency Account is an Account to which funds may be deposited and withdrawals made by an Agent designated by the owner of the funds. An Agent has full authority with regard to the Account but does not have an ownership interest in the Account. An Agency Account is revocable at any time by notifying us in writing. An Agency designation may be combined with one of the other forms of account ownership.

iv. Fiduciary Accounts. With respect to all fiduciary accounts, including but not limited to estate accounts, guardianship accounts, we reserve the right to require such documents and authorizations as we may deem necessary or appropriate to satisfy that the person(s) requesting or directing the withdrawal of funds held in the Account have the authority to withdraw such funds. This applies at the time of Account opening and at all times thereafter.

v. Business Accounts. If the Account is not owned by a natural person (a corporation, partnership, sole proprietorship, unincorporated association, etc.) then the Account Holder must provide us with evidence to our satisfaction of the authority of the individuals who sign the signature card to act on behalf of the Account Holder. On any transactions involving the Account, we may act on the instructions of the person(s) authorized in the resolutions, banking agreement, or certificate of authority to act on behalf of the Account Holder. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

d. Special State Provisions and Disclosures

i. Missouri Account Disclosures. If your Account is in Missouri and is a personal account that has more than one name on it, we will treat it as a joint tenant account with right of survivorship (to the extent such accounts are recognized under applicable law), as described in the section above titled Standard Joint Account Ownership, and not as an account of tenants by the entirety, unless otherwise expressly designated on the signature card or other Account records.

ii. Florida Account Disclosures. If your Account is in Florida and is in your name and your spouse's name, we will treat it as a joint tenant account with right of survivorship (to the extent that such accounts types are recognized under applicable law), as described in the section above titled Standard Joint Account Ownership, and not as an account of tenants by the entireties, unless otherwise expressly designated on the signature card or other Account records.

16. ASSIGNABILITY. The Account is not assignable or transferable except with our prior written consent. We must approve any pledge of the Account, and any such pledge remains subject to any right we have under the Agreement and applicable state and federal law. If ownership is proposed to be transferred, we may require the Account to be closed and a new Account opened in the name of the transferee or pledgee.

17. YOUR INDEMNIFICATION OBLIGATIONS AND LIMITS ON OUR LIABILITY. Unless finally determined by a court or arbitrator of proper jurisdiction to have been caused exclusively by our gross negligence or intentional misconduct, you agree to defend, indemnify, and hold us, our officers, associates, and agents harmless from any and all Claims and Costs arising in connection with your Account or the services provided under this Agreement, and you further agree to defend, indemnify, and hold us, our officers, associates, and agents harmless from any and all Claims and Costs arising out of actions we take or omit in good faith in reliance upon instructions from you. You also agree to defend, indemnify, and hold us harmless for failing to act on your instructions when we reasonably believe such instructions would cause us to be exposed to civil or criminal liability. You agree that if we fail to properly complete a transaction according to the Agreement, we will only be liable for your actual damages resulting from that failure (but in no event for more than the amount of the transaction), and we will not be liable if circumstances beyond our control prevent the transaction, or the funds in your Account are or may be subject to legal process or other claims. In that regard, our internal policies and procedures are solely for our own purposes and do not impose a higher standard of care on us than would otherwise be applicable in the absence of such policies or procedures. Even if our liability is established for your actual damages, in no event will we be liable to you for special, consequential, or punitive damages arising out of or in connection with the transaction or the furnishing, performance, or use of any services contemplated by the Agreement, regardless of whether we may have been advised of the possibility of such damages unless required by applicable law. The limitations and exclusions in this paragraph apply to all claims of every kind, nature, and description whether arising from breach of contract, breach of warranty, gross negligence, or other tort, and will survive the termination of the Agreement and all of your business with us. Any action or proceeding by you to enforce an obligation, duty, or right arising under the Agreement or by law with respect to your Account or any service contemplated by the Agreement must be commenced against us within one year after the cause of action accrues. If we reimburse you for any losses or damages, you agree to transfer all of your rights relating to the transactions in question to us and to assist us in any efforts or legal action that we may take to recover those amounts from any third party.

18. RIGHT OF SETOFF AND SECURITY INTEREST. Subject to applicable law, we may exercise our right of setoff against any and all of your Accounts without notice, for any liability or debt of any of you, then due and owing to us, whether joint or individual, whether direct or contingent, whether now or hereafter existing, and whether arising from overdrafts, endorsements, guarantees, loans, account service charges, overdraft charges, attachments, garnishments, levies, attorneys' fees, or other obligations. Each joint Account Holder authorizes us to exercise our right of setoff against any and all Accounts of each Account Holder. Some government payments (such as Social Security, Supplemental Security Income, Veterans, and other federal or state benefits) may be protected from attachment,

levy, or other legal process under federal or state law. If such protections would otherwise apply to our right of setoff or any other deductions we make for amounts you owe us, to the extent that you may do so by contract, you waive these protections and agree that we may setoff against and otherwise use these funds to pay amounts you owe us. In addition, you grant us a security interest in your Account so that the balance in the Account is collateral for any current or future obligation you owe us (whether as a borrower, a guarantor or otherwise). If we incur any Costs in responding to any attachment, garnishment, or other levy that is not otherwise reimbursed, we may charge such Costs to you or your Account without prior notice to you. However, our right of setoff and security interest may not apply to your Account if: (a) it is an IRA or a tax-deferred Keogh Retirement Account (but this does not affect our rights under any consensual security interest); (b) the debt is created by a consumer credit transaction under a credit card plan; or (c) our records demonstrate to our satisfaction that your right of withdrawal arises only in a representative capacity (for example, as an authorized signer, attorney-in-fact, or a fiduciary). Any garnishment or other levy against your Account is subject to our right of setoff and security interest.

19. DORMANT ACCOUNTS. If you have not made a withdrawal from, or a deposit to, your Account for an extended period of time, and we have been unable to contact you, your Account may be classified by us as dormant. Subject to applicable law, we will charge an inactivity fee on the Account, and the Account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. We reserve the right not to send statements on Accounts we consider dormant, subject to applicable law.

20. ACCOUNT STATEMENTS.

    a. Duty to Promptly Examine Statements. You are responsible for promptly examining your statement each statement period and reporting any irregularities to us. If your Account is a business account, you agree to have at least two individuals inspect your Account statements on a regular basis to look for improper or unauthorized transactions and to ensure that the Account is handled in a proper manner.

    b. Duty to Promptly Report Problems. Each periodic statement will be considered correct for all purposes, and we will not be liable for any payment made and charged to your Account unless you notify us in writing within the time limits set forth in this paragraph after the statement describing or including paid items (or images thereof) are made available to you. Moreover, even if you report a payment made and charged to your Account within the time limits set forth in this paragraph, we will still not be liable for that payment if you are precluded from asserting it against us as provided in Section 13(h). Except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy as they relate to consumer Accounts, we will not be liable for any item that is altered or any signature that is forged unless you notify us within thirty (30) calendar days after the date of the statement describing or including the altered or forged item(s) (or images thereof). Also, except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy as they relate to consumer Accounts, we will not be liable for any subsequent items paid, in good faith, containing an unauthorized signature or alteration by the same wrongdoer unless you notify us within ten (10) calendar days after the date of the first statement describing or including the altered or forged items (or images thereof). Finally, except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy as they relate to consumer accounts, you must report any other Account problem within thirty (30) calendar days after the date of the statement describing or including the relevant items (or images thereof) or lose your right to assert the problem against us. For purposes of this limitation, an Account problem is intended to have its broadest possible meaning and includes, without limitation, suspected fraud, missing deposits, unauthorized electronic transfers, missing, stolen, or unauthorized items, items bearing an unauthorized signature, endorsement or alteration, illegible images, encoding errors made by you or us, counterfeit items, and any other kind of error or discrepancy.

    c. Duty to Document and Cooperate. If you report an alteration, forgery, or other Account problem to us, we may require you to confirm your report in writing. We may also require that you give us a statement, under penalty of perjury, about the facts and circumstances relating to your report and to provide any other information and proof as we may reasonably request. You must cooperate with us in the investigation and prosecution of your report and any attempt to recover funds, including filing reports and complaints with appropriate law enforcement authorities. You also agree to assist us in identifying and seeking criminal and civil penalties against the person(s) responsible and, if we re-credit your Account with respect to your report, to transfer your rights against such person(s) to us. If you fail or refuse to do these things, we will consider your failure or refusal to be your ratification of the alteration, forgery, or other Account problem and your agreement that we can charge the full amount to your Account. The provisions of this paragraph will not apply to the extent they are inconsistent with our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy and Substitute Check Policy Disclosure as they relate to consumer accounts.

    d. Investigation and Provisional Credit. We may take a reasonable period of time to investigate the facts and circumstances surrounding any report. Except as provided in our Electronic Funds Transfer Agreement and Disclosures or our Funds Availability Policy as they relate to consumer accounts, we do not have to provisionally credit your Account while we conduct that investigation.

    e. Statement Holds and Truncations. If you have requested us to hold your Account statements, we have the right to mail your statements if you have not claimed them within 30 calendar days. If we truncate your items, you understand that your original items will not be returned to you with your statement. You agree that our holding of your Account statements and/or truncation of items does not alter or waive your responsibility to examine your statements or change the time limits for notifying us of any

Account problems. If you elect to receive your Account statements online, all disclosures in our online account statement agreement also apply to the Account.

21. WHOLESALE WIRE AND ACH TRANSACTIONS. With respect to wire transfers or other electronic transfers of funds in your Account that are not governed by the Electronic Fund Transfer Act, in order to protect against fraud and other unauthorized activity, you agree to enter into and comply with our wire transfer agreement (if applicable) and to comply with our security procedures, as amended from time to time, and this section. All wire transfers to or from your Account, and other transfers of funds not governed by the Electronic Fund Transfer Act and Regulation E, shall be governed by this Agreement and when applicable, the Treasury Management Service Terms and Conditions, and Online and Mobile Banking Agreement. We send outgoing and receive incoming wire transfers through Fedwire (the funds transfer system owned and operated by the Federal Reserve Banks) or other third-party networks we consider suitable. All funds transfers are governed by these Terms and Conditions, Subpart B of Regulation J of the Federal Reserve Board, OFAC regulations, and all other applicable federal, state, and local laws and regulations. You agree not to initiate or receive a wire transfer payment order in violation of applicable federal, state, or local law. From time to time, you may be a party to an Automated Clearing House ("ACH") entry or a wholesale (wire) funds transfer which may be credited to your Account. Article 4A of the Uniform Commercial Code governs wholesale wire transfers as well as any commercial ACH credit entry. We advise you that any receiving bank (including us) is entitled to rely on any account or bank number you have provided even though that account or bank number may identify a party different from the person or entity you have described by name in any transfer order.

    a. Provisional Payment. Credit given by us to you with respect to an ACH credit entry wholesale (wire) funds transfer is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to your Account in connection with such entry, and the party (the originator of the entry) making payment to you via such entry shall not be deemed to have paid you the amount of such entry.

    b. Notice of Receipt. We will notify you of the receipt of payments in the periodic account statements we provide to you, but we are not required to give next day notice to you of receipt of an ACH or wholesale (wire) funds transfer item, and we will not do so.

    c. Commercial ACH Transactions. For deposit accounts established primarily for business or commercial purposes, Automated Clearing House ("ACH") transactions are governed by Article 4A of the Uniform Commercial Code and the NACHA Operating Rules, not by the Electronic Fund Transfer Act or Regulation E. You agree to review ACH entries promptly and notify us no later than the next business day following settlement if you believe an ACH debit is unauthorized or improper. Failure to do so may result in the loss of your right to return the entry or receive a credit under the NACHA Operating Rules.

22. NOTICES. The following terms apply to notices relating to your Account.

    a. Notice of Amendments. You agree that we may amend the terms and conditions of the Agreement (including, without limitation, all rates, fees, and charges) from time to time. We ordinarily send you advance notice of an adverse change to this Agreement. However, we may make changes without prior notice unless otherwise required by law. We may, but are not required to, notify you of changes that we make for security reasons or that we believe are either beneficial or not adverse to you. When we change this Agreement, the then current version of this Agreement supersedes all prior versions and governs your account. Notices may be sent to the most recent address or email shown on our records for your Account or posted on our Website or online banking services. Only one notice will be given in the case of joint Account Holders. If you continue to use your Account or keep it open, you are deemed to accept and agree to the change and are bound by the change. If you do not agree with a change, you may close your Account as provided in the Agreement.

    b. Name and Address Changes. Any Account Holder, Deposit Account Owner, or authorized signer on an Account is required to notify us in writing if any Account Holder or other person authorized to sign on an Account dies or is declared incompetent by a court. It is your responsibility to notify us of any change in your address or name. We are required to honor items drawn only on the listed Account name. Further, we are required to attempt to communicate with you only at the most recent address provided to us.

23. ACCOUNT CLOSURE. We may close your Account at any time without notice to you. Further, for security reasons, we may require you to close your Account and to open a new Account if (a) there is a change in authorized signers or a dispute among the Account Holders or authorized signers, (b) there has been a forgery or fraud reported or committed involving your Account, (c) any items or unused check stock relating to the Account are lost or stolen, (d) you have too many transfers from your Account, (e) you do not use certain commercially reasonable Security Procedures required for your Account, or (f) you violate any provision of the Agreement. In addition, we may consider your Account closed if it has a zero balance for ten (10) or more calendar days or thirty-three (33) or more calendar days if it is a Savings Account. If we close your Account, we may send you written notice that the Account is closed on the date we close the Account. You agree to notify us of your intention to close your Account, and we have the right to require you to give that notice in writing. After your Account is closed, we have no obligation to accept deposits or pay any outstanding items. You agree to hold us harmless for refusing to honor any item drawn on a closed Account. The closure of your Account (whether by you or by us) does not release you from any obligations you incurred before that closure, those you incur in the process of closing your Account or for your liability on outstanding items or other debit authorizations.

24. GOVERNING LAW. The Agreement shall be governed by and construed in accordance with all applicable federal laws (including the Federal Arbitration Act) and all applicable substantive laws of the state of Colorado in which we are headquartered (which may not be your state of residence). Accounts opened online shall be deemed to be opened in Colorado. In addition, we are subject to certain federal and state regulations and local clearinghouse rules governing the subject matter of the Agreement. You understand that we must comply with these laws, regulations, and rules. You agree that if there is any inconsistency between the terms of the Agreement and any applicable law, regulation, or rule, the terms of the Agreement will prevail to the extent any such law, regulation, or rule may be modified by agreement.

25. IDENTIFICATION NOTICE (USA PATRIOT ACT). 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. When you open an Account, we will ask for your name, address, date of birth, social security/tax identification number, and other information that will allow us to identify you. We may also ask you to see other identifying documents like a driver's license or documents to show your existence as a legal entity.

26. YOUR WAIVER OF CERTAIN NOTICES. You waive notice of non-payment, dishonor, or protest regarding any items credited to or charged against your Account. For example, if an item you deposit is dishonored and returned to us, we are not required to notify you of that dishonor.

27. SHARING INFORMATION. In addition to situations described elsewhere in the Agreement, we will disclose information about your Account and transfers and deposits you make when we are required to do so by statute or by court or governmental agency order, or when you give us your written direction to do so. Unless specifically prohibited by applicable law, we may, in our discretion, disclose information about your Account and transfers and deposits you make for the purpose of verifying or completing a transaction or to verify the existence and condition of your Account. You authorize us to request and obtain one or more credit reports about you from one or more credit reporting agencies for the purposes of considering your application for the Account, reviewing, or collecting any Account opened for you, or for any other legitimate business purpose. You authorize us to disclose information about your Account to a credit reporting agency if your Account was closed because you have abused it. Unless otherwise instructed by you, we may also provide certain other information about you or your Account to our subsidiaries or affiliates (persons related by common ownership or affiliated by corporate control) in relation to products or services they may offer.

28. RESOLUTION OF DISPUTES. As used in this Section, the term “Claim” means any claim, dispute, or controversy between you and us arising from or relating to your Account or these Account Terms and Conditions, including the validity, enforceability, or scope of this Section or the Account Terms and Conditions. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims, and third-party claims and claims based upon contract, tort, fraud, and other intentional torts, statutes, regulations, common law, and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced. Solely for purposes of this Section, the terms "we," "us," and "our," in addition to the meaning set forth in this Agreement, also refer to the Financial Institution's associates, officers, directors, parents, controlling persons, subsidiaries, affiliates, successors, and assigns. "We," "us," and "our" also apply to third parties if you assert a Claim against such third parties in connection with a Claim you assert against us. If you or we request, any Claim will be determined by arbitration. We agree not to request arbitration for any Claim you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in such a court.

    a. Arbitration. Since the Agreement touches and concerns interstate commerce, an arbitration under the Agreement will be conducted in accordance with the United States Arbitration Act (Title 9, United States Code), notwithstanding any choice of law provision in the Agreement. The arbitration, including selection of an arbitrator and the scope of discovery, will be conducted in accordance with the then-current rules for arbitration of financial services disputes of the American Arbitration Association (“AAA”). You may write to AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org to obtain rules and forms to initiate arbitration. The arbitrator(s) will honor statutes of limitation and claims of privilege recognized under applicable law. In determining liability or awarding damages or other relief, the arbitrator(s) will follow the applicable substantive law, consistent with the United States Arbitration Act that would apply if the matter had been brought in court. The arbitrator may award any damages or other relief or remedies permitted by applicable law.

        Any controversy concerning whether an issue is arbitral will be determined by the arbitrator(s). The award of the arbitrator(s) will be in writing and include a statement of reasons for the award. The award will be final. Judgment upon the award may be entered in any court having jurisdiction, and no challenge to entry of judgment upon the award will be entertained except as provided by Section 10 of the United States Arbitration Act or upon a finding of manifest injustice. However, if the amount of the Claim exceeds $50,000, or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding $50,000, any party can, within 30 days after the entry of the award by the arbitrator(s), appeal the award to a three-arbitrator panel administered by the AAA. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this arbitration provision to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any final decision of the appeal panel is subject to judicial review only as provided under the United States Arbitration Act.

    b. Informal Dispute Resolution. If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by certified mail, return receipt requested, at NBH Bank, Attention: General Counsel, 7800 E. Orchard Road, Suite 300, Greenwood Village, CO 80111, and provide us with the opportunity to resolve your concern prior to initiating arbitration.

c. Individual Basis. If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated only on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on a basis involving Claims brought in a purported representative capacity on behalf of the general public, other Account Holders, or other persons covered by the Agreement, or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

d. IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF AAA, AS APPLICABLE. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING.

e. Our Payment of Certain Filing Fees. If we initiate arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs, and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We shall pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise. Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

f. Notice and Cure; Special Payment. Prior to initiating a Claim, you must give us a written notice describing the basis of your Claim and the amount you would accept in resolution of such Claim, and a reasonable opportunity, not less than thirty (30) days, to resolve the Claim. Such a notice must be sent to us by certified mail, return receipt requested, at NBH Bank, Attention: General Counsel, 7800 E. Orchard Road, Suite 300, Greenwood Village, CO 80111. This is the sole and only method by which you can submit a notice.

g. Self-Help and Provisional Remedies. Our maintenance of an action for judicial relief or pursuit of a provisional and ancillary remedy shall not constitute a waiver of the right of any party, including us, to submit the Controversy to arbitration if any other party contests such action for judicial relief. No provision of this section shall limit the right of any party to the Agreement to exercise self-help remedies such as setoff, to foreclose against or sell any real or personal property, collateral or security, or obtaini provisional or ancillary remedies from a court of competent jurisdiction before, after, or during dependency of any arbitration or other proceeding. The exercise of a remedy does not waive the right of either party to resort to arbitration.

h. Jurisdiction and Venue. Any arbitration regarding the Agreement or your Account must be brought in the state in which you opened your Account and we are located, and you submit to the personal jurisdiction of that state.

i. Right to Reject Arbitration Provision. You may reject this arbitration provision and therefore not be subject to being required to resolve any claim, dispute, or controversy by arbitration. To reject this arbitration provision, you must send us written notice of your decision so that we receive it at the address listed below within forty-five (45) days of the effective date of this Agreement or the opening of your Account, whichever is later. Such notice must include a statement that you wish to reject the arbitration provision section of this Agreement along with your name, address, Account name, Account number, and your signature and must be mailed to NBH Bank, Attention: General Counsel, 7800 E. Orchard Road, Suite 300, Greenwood Village, CO 80111.

   This is the sole and only method by which you can reject this arbitration provision. Rejection of this arbitration provision will not affect any other terms of this Agreement and will not result in any adverse consequence to you or your Account. You agree that our business records will be final and conclusive with respect to whether you rejected this arbitration provision in a timely and proper fashion. This arbitration provision will apply to you and us and to your Account unless you reject it by providing proper and timely notice as stated herein.

j. Waiver of the Right to Litigate. THE PARTIES ACKNOWLEDGE THAT THEY HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT ARE HEREBY KNOWINGLY AND VOLUNTARILY WAIVING THAT RIGHT BY AGREEING TO THIS AGREEMENT AND ARBITRATION PROVISION

k. Survival of Provision; Severability. These arbitration provisions shall survive closing of your Account by you or by us. If any portion of these provisions is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the AAA, it shall not invalidate the remaining portions of the arbitration provision or the Agreement. However, if the Individual Basis provisions are invalidated, then all arbitration provisions are deemed invalidated.

29. TIME LIMITS. Except where prohibited by law, you agree that you must file any lawsuit or arbitration against us within one (1) year after the claim arises unless federal or Colorado law, or another agreement you have with us, provides for a shorter time. If federal or Colorado law requires a longer time period than the time periods in this Agreement, you agree to the shortest time period permitted under the law.

30. COMMUNICATIONS ABOUT YOUR ACCOUNT

    a. Contacting you for Servicing and Collection. We may contact you by phone, text, email, or mail to service your Account or collect amounts you owe us. You will provide us accurate and current information. We can contact you at any address, phone number, or email address you provide.

       When you give us a phone number, you expressly consent that we (and any party acting on our behalf) may contact you by phone call or text message at that number for informational purposes. This is true even if you gave the phone number for one type of an account (for instance, a mortgage) but we call you on that number for a different account (for instance, a deposit account). When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any phone number you give us, even if the receiving number is a mobile phone or other service for which the party called may be charged.

    b. Monitoring Communication. We can monitor, record, and retain your communication with us at any time without further notice to anyone, unless the laws governing your Account require further notice. Monitored and recorded communications include phone conversations, electronic messages and records, and other data transmissions.

    c. Communicating with authorized signers. We may provide you or an authorized signer with information about your Account. When we receive information from an authorized signer, we treat it as a communication from you. You agree to notify us promptly in writing if an authorized signer no longer has authority on your Account.

31. MISCELLANEOUS PROVISIONS.

    a. Right to Restrict or Freeze Your Account. If you or your Account becomes involved in any legal proceedings or dispute, your use of the Account may be restricted. If we do this, we may in our discretion either accept or return items and deposits we receive after we restrict your Account and may refuse to pay out any money from your Account until the proceeding or dispute is resolved, without being liable to you. We may also, without liability to you, close the Account and issue a check made payable to you and each joint owner or you and each claimant, as we deem necessary, or we may interplead the funds into court. In addition, if at any time we believe that your Account may be subject to irregular, unauthorized, fraudulent, or illegal activity, we may, in our discretion, freeze the funds in the Account and in other accounts you maintain with us until such time as we are able to complete our investigation of the Account and transactions. If we do freeze your Account funds, we will provide notice to you as soon as reasonably possible. We may not provide this notice to you prior to freezing the Account if we believe that such notice could result in a security risk to us or to the owner of the funds in the Account.

    b. Acceptance of Legal Process. You authorize us to accept and comply with (and not to challenge) any document we receive that purports to be legal process (such as a subpoena, restraining order, injunction, writ of attachment or execution, levy, garnishment, tax withholding order, search warrant, forfeiture, or other similar order) regarding your Account, in each case without regard to the identity, location, or jurisdiction of the court, agency, or other person or entity issuing such document or the location at which, or manner in which, we received it. We will not be liable to you for any sums we may be required to pay because of such legal process, even if paying those sums from your Account leaves insufficient funds to pay an item you have written or authorized. If we incur any Costs in responding to legal process regarding your Account that is not otherwise reimbursed, we may charge such expenses to your Account without prior notice to you. Any garnishment or other levy against your Account is subject to our right of setoff and security interest.

    c. Monitoring of Telephone Calls. You understand that supervisory personnel may randomly monitor client service telephone conversations to ensure that you receive accurate, courteous, and fair treatment.

    d. Right to Require Bonds and other Protection. If you ask us to follow instruction that we believe might expose us to any Claims and/or Costs, we may refuse to follow your instructions or may require a bond or other protection, including your agreement to indemnify us.

    e. Disputes Involving Your Account. You agree to be liable to us, to the extent permitted by law, for any Costs that we may incur as a result of any dispute or legal proceeding involving your Account. You authorize us to deduct any such Costs from your Account without prior notice to you or to bill you separately. This obligation includes disputes between you and us involving your Account and situations where we become involved in disputes between you and an authorized signer, a joint Deposit Account Owner, or a third-party claiming interest in your Account. It also includes situations where any action taken on your Account by you, an authorized signer, a joint Deposit Account Owner, or a third party causes us to seek the advice of an attorney, whether or not we actually become involved in a dispute. Any action by us for reimbursement from you for any Costs may also be made against your estate, heirs, and legal representatives, who shall be liable for any Claims made against and Costs incurred by us.

f. Our Right to Waive Provisions of the Agreement. You agree that we may waive, in our sole discretion, any fee, charge, term, or condition set forth in this Agreement at the time the Account is opened or at any time thereafter, on a one-time basis or for any period or duration, without changing the terms of the Agreement or your obligation to be bound by the Agreement, and we are not obligated to provide similar waivers in the future or waive our rights to enforce the terms of the Agreement.

g. Severability. Except as provided in the arbitration provision with respect to the individual basis provision, if a court finds any provision of the Agreement to be invalid or unenforceable, such finding shall not make the rest of the Agreement invalid or unenforceable. If feasible, any such offending provision shall be deemed to be modified to be within the limits of enforceability or validity; however, if the offending provisions cannot be so modified, it shall be stricken and all other provisions of the Agreement in all other respects shall remain valid and enforceable.

h. Change of Law by Agreement. If any part of the Agreement is inconsistent with any applicable law, then to the extent the law can be amended or waived by contract, you and we agree that the Agreement governs and that the law is amended or waived by the Agreement.

i. Waiver of Jury Trial. You, and we, hereby irrevocably and severally: (a) waive the right to a trial by jury in any action or proceeding brought by any person in connection with the Agreement; (b) have made this waiver knowingly, intentionally, and voluntarily; (c) acknowledge no reliance upon any oral or written statements made by any other person or by any person purporting to act on such person's behalf, either to induce this waiver of trial by jury or to modify or nullify its effect, other than those contained herein; (d) acknowledge reading and understanding the meaning and ramifications of this waiver provision; and (e) agree to take all such actions as may be required by applicable law to allow this waiver to be enforceable.

j. Other Services. If you want services from us that are not covered by this Agreement, you understand and agree that you may be required to sign or otherwise agree to an agreement with us for those services.

k. Resolution of Differences in Disclosures. The terms of this document and any related disclosures shall govern if there are differences between these documents and the documents you originally received when you set up your Account.

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PERSONAL SERVICE FEE SCHEDULE

Effective: July 27, 2026

Activity Printout	$3.00	Per request
Amortization Schedule	$10.00	Per schedule
ATM Foreign Withdrawal Fee	$2.50	Per withdrawal at any ATM that is not Bank owned
Check Images	$5.00	Front and back per statement
	$10.00	Images on CD ROM per statement
Collections	$30.00	Outgoing - Per Item
	$20.00	Incoming - Per item
Copies	$0.25	Per page
Counter Checks	$1.00	Per check
Early Closure Fee	$25.00	If closed within first 90 days - Applies to Checking, Savings, and Money Market
Excessive Reject Fee	$1.00	Per item
Expedited Debit Card Delivery Fee	$45.00	Per occurrence
Special Handling Debit Card Fee	$10.00	Per occurrence
Foreign Currency Draft	$50.00	Each
Foreign Currency Exchange	$12.00	Each
Garnishment/Levies	$125.00	Each
Inactivity Fee	$5.00	Per month after 6 months of no activity if client has no other account relationship
	$25.00	Per month when no activity for 5 years
Night Drop Lock Bags	$45.00	Per bag
Non-US Dollar Checks	$20.00	Plus exchange
Overdraft- Paid*	$35.00	Per item paid
Returned Check Fee (NSF)*	$35.00	Per returned item
Continuous Overdraft Fee	$5.00	Per day beginning on the 5th business day of overdraft
Cashiers' Check	$9.00	Per check
Paper Statement	$3.00	Per Statement
Replacement ATM/Visa Debit Card	$5.00	Each
Research	$30.00	Per hour, one-hour minimum and $3.00 per copy
Returned Deposited Item	$9.00	Each
Re-Clear Returned Deposited Item	$9.00	Per item
Safe Box Drilling	Actual cost	Per occurrence
Safe Box Key Replacement	$30.00	Per key
Special Statement Cutoff	$5.00	Per statement
Statement Reprinting Fee	$3.00	Per statement - applies to reprint requests made via phone or banking center
Statement Reconciliation	$30.00	Per hour, one-hour minimum
Stop Payment	$35.00	Per item
Telephone Transfer	$2.00	Per transfer
Transfers	$10.00	Deficit Transfer (Overdraft Protection and Balance Maintenance Transfer)
	$10.00	Ready Cash Reserve Transfer
Verification of Deposit	$15.00	Each
Wire Transfers	$35.00	Domestic - Outgoing per wire In Branch/By Phone
	$15.00	Domestic - Outgoing per wire Online and Mobile Banking
	$50.00	International - Outgoing per wire
	$15.00	Incoming per wire

*Fees imposed for overdrafts created by checks, in -person withdrawals, ATM withdrawals or electronic means, as applicable.

All fees are subject to Gross Receipts Tax in New Mexico. These taxes will be added to the stated fee.

DEBIT CARD LIMITATIONS ON FREQUENCY AND AMOUNT

You may withdraw up to $500.00 from an ATM and make purchases up to $3,000 in goods and services each day with your VISA® Debit Card.

SAFE BOX RENTAL FEE SCHEDULE

Effective: July 27, 2026

Small	1.5 x 5 - 5 x 5	$30.00
Medium	2.5 x 10 - 8 x 10	$45.00
Large	9 x 10 - 10 x 16, 4 x 5, 6 x 16	$85.00
X-Large	12 x 16 & Up	$100.00

All fees are subject to Gross Receipts Tax in New Mexico. These taxes will be added to the stated fee.

ELECTRONIC FUND TRANSFER AGREEMENT AND DISCLOSURES

Effective: July 27, 2026

This Electronic Fund Transfer Agreement and Disclosure (the "Agreement and Disclosure") is made in compliance with Federal and State laws regulating electronic fund transfer ("EFT") services. Electronic fund transfers are electronically initiated transfers of money involving a deposit account at NBH Bank, including its Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole divisions (the "Financial Institution"). In this Agreement and Disclosure, the words "you" and "your" mean you, our consumer client, or anyone acting on your behalf using a service covered in this Agreement and Disclosure. The words "we," "us," and "our" means the Financial Institution. The following disclosures set forth your and our rights and responsibilities concerning electronic fund transfers.

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:

Types of Transfers

- **Preauthorized credits.** You may arrange for certain direct deposits (such as U.S. Treasury (Social Security) or some employers (payroll)) to be accepted into your checking or savings account(s).
- **Preauthorized payments.** You may arrange 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 CARD

You may use the automated teller machine ("ATM") card we issue to you and the personal identification number ("PIN") we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your card and such other facilities as we may designate from time to time. At present, you may use your ATM card to (some of these services may not be available at all ATMs):

Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking account.
- Deposit funds to your savings account.
- Withdraw cash from your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Withdraw funds from a money market deposit account.

Limitations on Frequency and Amount

- You may withdraw up to a maximum of $500 per day.

Fees and Charges for ATM Transactions

- There is no charge for ATM withdrawals at machines owned by us.
- There is a $2.50 charge for each ATM withdrawal at machines we do not own.

VISA® DEBIT CARD

You may use the VISA® Debit Card we issue to you and the PIN we provide you to initiate transactions at our ATMs, ATMs within the networks identified on your VISA® Debit Card and such other facilities as we may designate from time to time. At present, you may use your VISA® Debit Card to:

Types of Transfers

- Deposit funds to your checking account.
- Withdraw cash from your checking or savings account.
- Deposit funds to your savings account.
- Transfer funds between your checking and savings accounts.
- Obtain balance information on your deposit accounts.
- Make loan payments from your deposit accounts.
- Withdraw funds from your money market deposit account.
- Make third party transfers from your checking account through POS (point-of-sale) terminals.
- Make purchases from your checking or Money Market account at merchants who accept VISA® cards.

Limitations on Frequency and Amount

- You may withdraw up to $500 from an ATM and make purchases up to $3,000 in goods and services each day with your VISA® Debit Card.

Fees and Charges for VISA® Debit Card transactions

- There is no charge for ATM withdrawals at ATMs owned by us.
- There is no charge for VISA® Debit Card purchases.
- There is a $2.50 charge for each ATM withdrawal at machines we do not own.

VISA International Service Assessment

VISA® charges a fee for any international transaction completed with the use of a VISA® branded card. These fees are passed directly to you by their inclusion in the transaction amount deducted from your account. The amount of the fee is determined by whether or not there is a currency conversion. The fee is .8% for transactions involving only a single currency or 1% for transactions involving multiple currencies. For example: for a transaction conducted in Mexico, the fee would be .8% of the transaction amount if the entire transaction was conducted in U.S. dollars, but the fee would be 1% of the transaction amount if the transaction was converted into Pesos. VISA® defines an international transaction as a transaction where the financial institution that issued the card is in a different country from the merchant that is accepting the card. This means that an Internet transaction could qualify as an international transaction.

FOREIGN AUTOMATED TELLER USAGE SURCHARGE FEE DISCLOSURE
If you use your VISA® Debit Card or other Bank-issued access device at an ATM not owned by us ("foreign ATM), the operator of the foreign ATM and any national, regional, or local network utilized to effect the transaction may charge you a fee (and you may be charged a surcharge fee for a balance inquiry even if you do not complete a funds transfer).

COMPUTER ONLINE BANKING TRANSFERS / MOBILE BANKING TRANSFERS
You may access your account(s) by logging onto our website or through the browser on your mobile phone to:

Types of Transfers

- Transfer funds from checking to checking, savings, or loan account(s)
- Transfer funds from savings to checking, savings, or loan account(s)
- Transfer funds from line of credit to checking, savings, or loan account(s
- Transfer funds externally to a person using either their mobile phone number or email address through our peer-to-peer payment partner Zelle® (limits start at $500 per day and can vary depending on your relationship with us.)
- Transfer funds externally to an account you have at another financial institution using the account and routing number (limits start at $5,000 per day and can vary depending on your individual relationship with us).

LIABILITY FOR UNAUTHORIZED TRANSFERS

Tell us, AT ONCE, if you believe your ATM, VISA® Debit Card or PIN has been lost or stolen, or if you believe an EFT has been made without your permission using information from your check. Notifying us by telephone is the best way of keeping your possible losses down. You could lose all of the money in your account (plus any funds available through overdraft protection). If you tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or PIN, you can lose a maximum of $50 if someone uses your card and/or code without your permission.

If you do NOT tell us within two (2) business days (four (4) business days if your account was opened in Kansas) after you learn of the loss or theft of your card or code, and we can prove that we could have stopped someone from using your card or code without your permission if you had told us, you could lose as much as $500 ($300 if your account was opened in Kansas). VISA® rules limit your liability if you report a lost or stolen VISA® Debit Card.

For our Colorado clients, if your VISA® Debit Card, ATM Card, or PIN is lost or stolen, you shall have no liability if the unauthorized use of your VISA® Debit Card, ATM Card, or PIN occurs at a communications facility through no fault of yours. If we can establish the unauthorized transfer occurred as a result of your fault, you can lose the lesser of $50 or the amount of money, goods or services obtained by the authorized use of your VISA® Debit Card, ATM Card, or PIN at a communications facility.

Also, if your statement shows any transfer you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement was mailed to you, you may not get back any money lost after the sixty (60) days if we can prove we could have stopped someone from making the unauthorized transfers if you had told us in time. If you believe, your card or code has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call or write to us at the telephone number or address set forth below in the Agreement and Disclosure. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

VISA® Zero Liability Policy. Notwithstanding the forgoing, pursuant to the VISA® Zero Liability Policy, unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. In addition, your VISA® Debit Card also allows you to conduct transactions on the PLUS debit network, which generally requires you to enter your PIN. This additional limit on liability also applies to ATM transactions and transactions using your PIN processed through the PLUS network. Limit on liability does not apply to commercial cards. Some merchants are authorized to accept non-VISA® debit transactions without requiring you to enter your PIN. If you choose to sign to authorize a debit transaction, the transaction will be routed as a VISA® transaction. Provisions of your cardholder agreement specifically relating to VISA® transactions are inapplicable to non-VISA® debit transactions. VISA® is a registered trademark of VISA® International Service Association.

Contact in the Event of an Unauthorized Transfer. If you believe your card has been lost or stolen, call us at the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105. You should also call the number or write to the address in the preceding sentence if you believe a transfer has been made using the information from your check without your permission.

Business Days. For purposes of this Agreement and Disclosure, our business days are Monday through Friday excluding Federal Holidays.

Stop Payment Rights. If you have arranged in advance to make regular electronic fund transfers out of your account(s) for money you owe others, you may stop payment of the pre-authorized transfer from your account. You must notify us by calling the Telebank 24 number listed in this Agreement and Disclosure or write us at 1111 Main, Kansas City, MO 64105 in time for us to receive your request three (3) business days or more before the scheduled date of the transfer. If you call, we may also require you to put your request in writing and provide it to us within fourteen (14) days after you call. We will charge$35 for each stop-payment order.

Notice of Varying Amounts. If these regular payments vary in amount, the person you are going to pay is required to tell you ten (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 you set.

Liability for Failure to Stop Payment of Pre-Authorized Transfers. If you order us to stop one of these payments three (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 that are proximately caused by our failure to do so. In order to request us to stop payment on a transfer, you must give us your account number, the date, the amount of the transfer and the name of the payee. You must be precise in the information you give us and you agree that we will not be liable for failing to stop payment on an item if the information you give us is incorrect or incomplete.

Other Provisions. There may be a delay between the time a deposit is made and when it will be available for withdrawal. You should review our Funds Availability Policy and Substitute Check Policy Disclosure to determine the availability of the funds deposited at ATMs. We reserve the right to refuse any transaction which would draw upon insufficient funds, exceed a credit limit, lower an account below a required balance, or otherwise require us to increase our required reserve on the account.

OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS

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

- If, through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would go over the credit limit on your overdraftline.
- If the ATM where you are making the transfer does not have enough cash.
- If the terminal or system was not working properly and you knew about the problem when you started the transaction.
- If circumstances beyond our control (such as fire, flood or power failure) prevent the transfer despite reasonable precautions we have taken.
- If the money in your account is subject to legal process or other claim.
- If your account is frozen because of a delinquent loan.
- If there are other exceptions and limitations on liability stated elsewhere in our agreements with you.

RIGHT TO DOCUMENTATION

You can get a receipt at the time you make any transfer to or from your account using one of our ATMs or a point-of-sale terminal. You should retain the receipt for your account reconciliation. Under Federal law, you may not always get a receipt for transfers for $15 or less.

Periodic Statement. You will get a monthly account statement from us unless there are no transactions in a particular month. In any case, you will get a statement quarterly.

Direct Deposits. If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, you can call us at the Telebank 24 number listed in this Agreement and Disclosure to find out whether or not the deposit has been made.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS

In case of errors or questions about your electronic transfers, telephone us at the Telebank 24 number listed in this Agreement and Disclosure and press 0 to speak to Client Services. Monday through Friday, 8:00 AM to 7:00 PM Central Time and Saturday, 9:00 AM to 2:00 PM Central Time, or write us at 1111 Main, Kansas City, MO 64105 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- 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.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within the first ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we may credit your account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. For point-of-sale transactions using your VISA® Debit Card, VISA® Operating Rules require us to re-credit your account within five (5) business days if we have not been able to complete our investigation.

We will tell you the results within three (3) business days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of the documents we used in our investigation.

If we credit your account for the amount in question, we reserve the right to reverse the credit should we determine, after completion of our investigation, no error occurred. Furthermore, should we determine no error has occurred, you will be notified of the date and the amount of any debit we make to reverse the provisional credit. We will honor checks, drafts or similar paper instruments payable to third parties and preauthorized transfers from your account for five (5) business days after transmittal of such reversal notice. If we determine an error did occur, you will be notified the provisional credit has been made final.

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

- As necessary to complete transfers;
- To verify the existence and condition of your account upon the request of a third party, such as a credit bureau or merchant;
- To comply with government agency or court orders;
- If you give us your written permission; or
- As required by law.

Personal Identification Number (PIN). The ATM PIN issued to you is for your security purposes. The numbers are confidential and should not be disclosed to third parties or otherwise noted on the card. You are responsible for safekeeping your PIN(s). You agree not to disclose or otherwise make your ATM PIN available to anyone not authorized to sign on your accounts.

Notices. All notices from us will be effective when we have mailed them or delivered them to your last known address on our records. Notices from you will be effective when received by us at the address specified in this Agreement and Disclosure. We reserve the right to change the terms and conditions upon which this service is offered. We will mail notice to you at least twenty-one (21) days before the effective date of any change, as required by law. Use of this service is subject to existing regulations governing your account and any future changes to those regulations.

Termination of ATM or VISA® Debit Card Services. You agree that we may terminate this Agreement and Disclosure and your use of the ATM Card or VISA® Debit Card services, if:

- You or any authorized user of your ATM PIN breach this or any other agreement with us;
- We have reason to believe there has been an unauthorized use of your ATM PIN; or
- We notify you or any other party to your account that we have cancelled or will cancel this Agreement and Disclosure.

You or any other party to your account can terminate this Agreement and Disclosure by notifying us in writing, in which case the termination of service will be effective the first business day following receipt of your written notice.

Termination of this Agreement and Disclosure will not affect the rights and responsibilities of the parties under this Agreement and Disclosure for transactions initiated before termination.

TELEBANK 24

You may use Telebank 24, a 24-hour automated account information service, to:

- Obtain current account balances.
- Verify last deposit(s).
- Determine what checks have cleared your account.
- See what interest has been paid to your account.
- Transfer funds between accounts (cut-off time for same business day transfer is 9:00 p.m. MT/10:00 p.m. CT).
- Make loan payments from checking or savings.
- Leave a message for the bank.
- Apply for a loan.

To speak to a client services associate, call Telebank 24, then press 0, Monday through Friday, 7:00 AM to 8:00 PM Central Time and Saturday, 8:00 AM to 4:00 PM Central Time.

Telebank 24 phone numbers are listed below for the NBH Bank divisions. Each division's web address is also listed which can be utilized to gain information about banking products, services, and banking center locations.

Bank Midwest	Community Banks of Colorado	Vista Bank	Bank of Jackson Hole
800.867.2265	877.877.0395	877-88VISTA	877.877.0397
www.bankmw.com	www.cobnks.com	www.vistabank.com	www.bojh.com

Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole are divisions of NBH Bank. Divisions of NBH Bank are not separately FDIC-insured banks. The FDIC coverage extended to deposit customers of the various divisions of NBH Bank is that of one insured bank.

EFT Agreement (07/27/2026)

FUNDS AVAILABILITY POLICY AND
SUBSTITUTE CHECK POLICY DISCLOSURE

Effective: July 27, 2026

This disclosure outlines NBH Bank's Funds Availability Policy with regard to items deposited to transactional accounts (i.e. checking accounts). "You" and "your" refers to the depositor, and "we" and "our" refers to NBH Bank and its Bank Midwest, Community Banks of Colorado, Vista Bank, and Bank of Jackson Hole divisions.

Your Ability to Withdraw Funds at the Bank. Our general policy is to make funds from your cash and check deposits available to you on the first business day after the date of your deposit. Funds from electronic direct deposits will be available on the day we receive the deposit. Once funds are available, you may withdraw the funds in cash, and we will use the funds to pay checks you have written. Please remember, even after funds from your deposit have been made available to you and you have withdrawn them, you are responsible for problems with the deposit, such as checks deposited being returned unpaid. In determining the availability of your deposits, every day is a business day, except Saturday, Sunday, and Federal holidays. We have different deposit cut-off hours for different locations. Generally, our cut-off hour is 6:00 PM Central Time. If you make a deposit before our cut-off hour on a business day that we are open, we will consider that day to be the date of your deposit. However, if you make a deposit after our cut-off hour or on a day we are not open, we will consider the deposit was made on the next business day we are open.

Reservation of Right to Hold. In some cases, we will not make all of the funds you deposit by check available to you on the first business day after the date of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the date of your deposit. However, the first $275 of your deposits will be available on the first business day after the date of your deposit. 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. In addition, we will tell you when the funds will be available. If your deposit is not made directly to one of our associates, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the business day after the date of your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

Longer Delays May Apply. We may delay your ability to withdraw funds deposited by check into your account an additional number of days for these reasons:

- You deposit checks totaling more than $6,725 on any one business day;
- You redeposit a check which has previously been returned unpaid;
- You have overdrawn your account repeatedly in the last six months;
- We believe a check you deposit will not be paid; or
- There is an emergency condition, such as failure of communications or computer equipment.

If the Bank chooses to delay the availability of your deposit based on any of the above, you will be notified of the reason. In addition, we will disclose the number of days the funds will be held, which is generally no later than the seventh business day after the date of your deposit.

Holds On Other Funds. If we cash a check for you drawn on another financial institution, we may withhold the availability of a corresponding amount of funds 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 a check for deposit drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately, but may delay your availability to withdraw a corresponding amount of funds 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 described elsewhere in this disclosure for the type of check you deposited.

Special Rules for New Accounts. If you are a new client, the following special rules will apply during the first 30 calendar 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 $ 6,725 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 date of your deposit provided certain conditions are met. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over $6,725 will be available on the fifth business day after the date 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 associates, the first $6,725 will not be available until the second business day after the date of your deposit. Funds from all other check deposits will be available on the fifth business day after the date of your deposit.
This Funds Availability Policy only applies to transaction accounts. Deposits made to non-transaction accounts are subject to holds at our discretion.

SUBSTITUTE CHECK POLICY DISCLOSURE - Substitute Checks and Your Rights

What is a substitute check? To make check processing faster, Federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks? In certain cases, Federal law provides a special procedure allowing you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think we withdrew the wrong amount from your account or we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount withdrawn from your account and fees charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate the substitute check was correctly posted to your account.

How do I make a claim for a refund? If you believe you have suffered a loss relating to a substitute check you received and was posted to your account, please contact us by writing us at 1111 Main, Kansas City, MO 64105, or dialing our Telebank 24 number listed below. You must contact us within 40 calendar days of the date we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include-

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

Telebank 24 phone numbers are listed below for the NBH Bank divisions. Each division's web address is also listed which can be utilized to gain information about banking products, services, and banking center locations.

Bank Midwest	Community Banks of Colorado	Vista Bank	Bank of Jackson Hole
800.867.2265	877.877.0395	877-88VISTA	877.877.0397
www.bankmw.com	www.cobnks.com	www.vistabank.com	www.bojh.com

CONSUMER PRIVACY NOTICE.

Effective July 27, 2026

Please refer to the bottom of this form to opt-out

FACTS

WHAT DOES NBH BANK ("NBH") DO WITH YOUR PERSONAL INFORMATION?

WHY?

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

WHAT?

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

- Social Security number
- Income
- Account balances
- Payment history
- Credit history
- Credit scores

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

HOW?

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

Reasons we can share your personal information	Does NBH Bank share?	Can you limit this sharing?
For our everyday business purposes — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes — to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes — information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes — information about your creditworthiness	Yes	Yes
For affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We Don't Share

TO LIMIT OUR SHARING

- Mail in the form below
- Email us at privacy@nbhbank.com

Please note: If you are a new customer, we can begin sharing your information thirty (30) days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

However, you can contact us at any time to limit our sharing.

QUESTIONS?

- Contact 866.217.6361, email privacy@nbhbank.com, or visit www.nbhbank.com

Who We Are

Who is providing this notice?	NBH Bank, which operates under the following division and brand names: Bank Midwest, Community Banks of Colorado, Vista Bank, Bank of Jackson Hole, Bank Midwest Mortgage, Community Banks Mortgage, Bank of Jackson Hole Mortgage, Bank of Jackson Hole Trust & Wealth, and Vista Private Client.

What We Do

How does NBH Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does NBH Bank collect my personal information?	We collect your personal information, for example, when you • Open an account • Deposit money • Pay your bills • Apply for a loan • Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only • Sharing for affiliates' everyday business purposes – information about your creditworthiness • Affiliates from using your information to market to you • Sharing for nonaffiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices apply to everyone on your account.

Definitions

Affiliates	Companies related by common ownership or control. They can be financial and non-financial companies. • Our affiliates currently include NBH Bank, Bank of Jackson Hole Trust (which will be renamed 2UniFi Bank in 2026), 2UniFi, LLC, and Cambr, LLC.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • NBH does not share with nonaffiliates so they can market to you.
Joint Marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. • Our joint marketing partners include financial service companies.

Other Important Information

Special Notice For State Residents: You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

California Residents: In accordance with California law, we will not share information we collect about California residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will also limit the sharing of information about you with our affiliates to the extent required by applicable California law. Please see our website for additional information.

Vermont Residents: In accordance with Vermont law, we will not share information we collect about Vermont residents with nonaffiliates except as permitted by law, such as with the consent of the customer or to service the customer's accounts. We will not share creditworthiness information about Vermont residents among NBH affiliates except with the authorization or consent of the Vermont resident.

Mail-in Form

Mail to:
NBH Privacy
PO BOX 410076
Kansas City, MO 64141-0076

Mark any/all you want to limit:

- ❑ Do not share information about my creditworthiness with your affiliates for their everyday business purposes.
- ❑ Do not allow your affiliates to use my personal information to market to me.

Name _____

Address _____

City, State _____

ZIP _____

Account # _____