Important Account Information For Our Account Holder(s) from

TrailWest Bank
11300 HWY 93 S PO Box 9
Lolo, MT 59847

406-273-2400

Terms & Conditions of Your Account

Contents

1. *Important Information About Procedures for Opening a New Account*
2. *Agreement*
3. *Liability*
4. *Deposits*
5. *Withdrawals*
6. *Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees*
7. *Ownership Of Account And Beneficiary Designation*
8. *Stop Payments*
9. *Telephone Transfers*
10. *Amendments and Termination*
11. *Correction of Clerical Errors*
12. *Notices*
13. *Statements*
14. *Account Transfer*
15. *Reimbursement of Federal Benefit Payments*
16. *Temporary Account Agreement*
17. *Setoff*
18. *Agency (Power of Attorney) Designation*
19. *Restrictive Legends or Indorsements*
20. *Facsimile Signatures*
21. *Fictitious Business Name Accounts*
22. *Power of Attorney*
23. *Stale-Dated Checks*
24. *FDIC Insurance*
25. *Indorsements*
26. *Death or Incompetence*
27. *Fiduciary Accounts*
28. *Credit Verification*
29. *Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks*
30. *Legal Actions Affecting Your Account*
31. *Check Processing*
32. *Check Cashing*
33. *Truncation, Substitute Checks, and Other Check Images*
34. *Account Security*
35. *Remotely Created Checks*
36. *Instructions From You*
37. *Monitoring and Recording Telephone Calls and Account Communications*
38. *Claim of Loss*
39. *Early Withdrawal Penalties (and involuntary withdrawals)*
40. *Changes in Name and Contact Information*
41. *Resolving Account Disputes*
42. *Waiver of Notices*
43. *Unlawful Internet Gambling Notice*
44. *Funds Transfers*
45. *FedNow® Service*
46. *Real Time Payments (RTP®) Service*
47. *Additional Terms*
48. *Electronic Disclosures and Notices*
49. *Notice Regarding Inaccurate Information*
50. *International ACH Transactions*
51. *Notice of Negative Information*

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

1. Important Information About Procedures for Opening a New Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

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

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

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

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

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

"Party" means a person who, by the terms of an account, has a present right, subject to request, to payment from the account other than as a beneficiary or agent.

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

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

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

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

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

Checks and Withdrawal Rules - If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations.

We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified. Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

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

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

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your separately provided notice of penalty for early withdrawal.

6. Understanding and Avoiding Overdraft and Nonsufficient Funds (NSF) Fees.

Generally - The information in this section is being provided to help you understand what happens if your account is overdrawn. Understanding the concepts of overdrafts and nonsufficient funds (NSF) is important and can help you avoid being assessed fees or charges. This section also provides contractual terms relating to overdrafts and NSF transactions.

An overdrawn account will typically result in you being charged an overdraft fee or an NSF fee. Generally, an overdraft occurs when there is not enough money in your account to pay for a transaction, but we pay (or cover) the transaction anyway. An NSF transaction is slightly different. In an NSF transaction, we do not cover the transaction. Instead the transaction is rejected and the item or requested payment is returned. In either situation, we can charge you a fee.

Determining Your Available Balance - We use the "available balance" method to determine whether your account is overdrawn, that is, whether there is enough money in your account to pay for a transaction. Importantly, your "available" balance may not be the same as your account's "actual" balance. This means an overdraft or an NSF transaction could occur regardless of your account's actual balance.

Your account’s actual balance only includes transactions that have settled up to that point in time, that is, transactions (deposits and payments) that have posted to your account. The actual balance does not include outstanding transactions (such as checks that have not yet cleared and electronic transactions that have been authorized but which are still pending). The balance on your periodic statement is the ledger balance for your account as of the statement date.

As the name implies, your available balance is calculated based on the money "available" in your account to make payments. In other words, the available balance takes ACH credit transactions and debit card transactions that have been authorized, but not yet settled, and adds or subtracts them from the actual balance. In addition, when calculating your available balance, any "holds" placed on deposits that have not yet cleared are also subtracted from the actual balance.

For more information on how holds placed on funds in your account can impact your available balance, read the subsection titled "A Temporary Debit Authorization Hold Affects Your Account Balance."

Overdrafts - You understand that we may, at our discretion, honor withdrawal requests that overdraw your account. However, the fact that we may honor withdrawal requests that overdraw the account balance does not obligate us to do so later. So you can NOT rely on us to pay overdrafts on your account regardless of how frequently or under what circumstances we have paid overdrafts on your account in the past. We can change our practice of paying, or not paying, discretionary overdrafts on your account without notice to you. You can ask us if we have other account services that might be available to you where we commit to paying overdrafts under certain circumstances, such as an overdraft protection line-of-credit or a plan to sweep funds from another account you have with us. You agree that we may charge fees for overdrafts. For consumer accounts, we will not charge fees for overdrafts caused by ATM withdrawals or one-time (sometimes referred to as "everyday") debit card transactions if you have not opted-in to that service. We may use subsequent deposits, including direct deposits of social security or other government benefits, to cover such overdrafts and overdraft fees.

Nonsufficient Funds (NSF) Fees - If an item drafted by you (such as a check) or a transaction you set up (such as a preauthorized transfer) is presented for payment in an amount that is more than the amount of money available in your account, and we decide not to pay the item or transaction, you agree that we can charge you an NSF fee for returning the payment. Be aware that such an item or payment may be presented multiple times by the merchant or other payee until it is paid, and that we do not monitor or control the number of times a transaction is presented for payment. You agree that we may charge you an NSF fee each time a payment is presented if the amount of money available in your account is not sufficient to cover the payment, regardless of the number of times the payment is presented.

Payment Types - Some, but not necessarily all, of the ways you can access the funds in your account include debit card transactions, automated clearing house (ACH) transactions, and check transactions. All these payment types can use different processing systems and some may take more or less time to post. This information is important for a number of reasons. For example, keeping track of the checks you write and the timing of the preauthorized payments you set up will help you to know what other transactions might still post against your account.

Important Information Regarding "Decoupled" Cards - Decoupled debit cards are debit cards offered or issued by an institution or merchant other than us. As part of the issuing process, you provide the decoupled debit card issuer with the information it needs to link the decoupled debit card to your account with us. Once this is done, you can typically use

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

the decoupled debit card as you would any other debit card. Importantly, however, while transactions initiated with these decoupled debit cards may originate as debit card transactions paid by the card issuer, we receive and process them as ACH transactions. Additionally, you need to refer to your agreement with the decoupled debit card issuer to understand the terms of use for that card. Thus, when our documentation refers to "debit cards," "everyday debit card transactions," or "one-time debit card transactions," we are referring to debit cards issued by us, not decoupled debit cards issued by other institutions or merchants. Different payment types can use different processing systems and some may take more or less time to post. Knowing which card you are using and how the transaction is processed can help you manage your finances, including helping you to avoid overdraft or NSF fees.

Balance Information - Keeping track of your balance is important. You can review your balance in a number of ways including reviewing your periodic statement, reviewing your balance online, accessing your account information by phone, or coming into one of our branches.

Funds Availability - Knowing when funds you deposit will be made available for withdrawal is another important concept that can help you avoid being assessed fees or charges. Please see our funds availability disclosure (generally titled, "Your Ability to Withdraw Funds") for information on when different types of deposits will be made available for withdrawal. For an account to which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal. An item may be returned after the funds from the deposit of that item are made available for withdrawal. In that case, we will reverse the credit of the item. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds.

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

7. Ownership Of Account And Beneficiary Designation. These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We reserve the right to refuse some forms of ownership and beneficiary designations on any or all of our accounts unless otherwise prohibited by law. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

SINGLE-PARTY ACCOUNT - Such an account is owned by one party.

MULTIPLE-PARTY ACCOUNT - Parties own the account in proportion to their net contributions unless there is clear and convincing evidence of a different intent. However, any one party may withdraw the entire amount on deposit in the account.

RIGHTS AT DEATH - SINGLE-PARTY ACCOUNT - At the death of a party, ownership passes as part of the party's estate.

MULTIPLE-PARTY ACCOUNT WITH RIGHT OF SURVIVORSHIP - At death of party, ownership passes to surviving parties. If two or more parties survive and one is the surviving spouse of the deceased party, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving spouse. If two or more parties survive and none is the spouse of the decedent, the amount to which the deceased party, immediately before death, was beneficially entitled by law belongs to the surviving parties in equal shares, and augments the proportion to which

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

each surviving party, immediately before the deceased party's death, was beneficially entitled under law, and the right of survivorship continues between the surviving parties.

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

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because the most effective way for us to execute a stop-payment order is by using an automated process, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee. You may stop payment on any item drawn on your account whether you sign the item or not.

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

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

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

9. Telephone Transfers. A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

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

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

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

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

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

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

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

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

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

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 14 days from when the statement is first sent or made available to you.

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

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

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

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

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

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

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

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if:

1. it is an Individual Retirement Account or similar tax-deferred retirement account, or
2. the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or
3. the debtor's right of withdrawal only arises in a representative capacity.

We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

18. Agency (Power of Attorney) Designation. The agent is merely designated to conduct transactions on behalf of the owner or owners. Owners do not give up any rights to act on the account, and the agent may not in any manner affect the rights of owners or beneficiaries, if any, other than by withdrawing funds from the account. Owners are responsible for any transactions of the agent. We undertake no obligation to monitor transactions to determine that they are on behalf of the owners.

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

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

If our policy allows for the designation of an agent on an account with multiple owners (and without any multiple signatures requirement), then the following rules apply: Each owner individually authorizes the agent to act on his/her behalf. Any one owner may revoke or terminate the authority, and the agent's authority to access the account will continue only as long as no owner has revoked authorization. If no other event terminates the agency, the agency is terminated upon the death of the last surviving owner.

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

21. Fictitious Business Name Accounts. If the name in which the account is held is fictitious, each account holder represents that one or more of the account holders have the right to use that name and have fulfilled all legal requirements for using and or doing business under that name.

22. Power of Attorney. You may wish to appoint an agent to conduct transactions on your behalf. (We, however, have no duty or agreement whatsoever to monitor or insure that the acts of the agent are for your benefit.) This may be done by allowing your agent to sign in that capacity on the signature card or by separate form, such as a power of attorney. A power of attorney continues until your death or the death of the person given the power. If the power of attorney is not durable, it is revoked when you become incompetent. We may continue to honor the transactions of the agent until: (a) we have received written notice or have actual knowledge of the termination of the authority or the death of an owner, and (b) we have had a reasonable opportunity to act on that notice or knowledge. You agree not to hold us responsible for any loss or damage you may incur as a result of our following instructions given by an agent acting under a valid power of attorney.

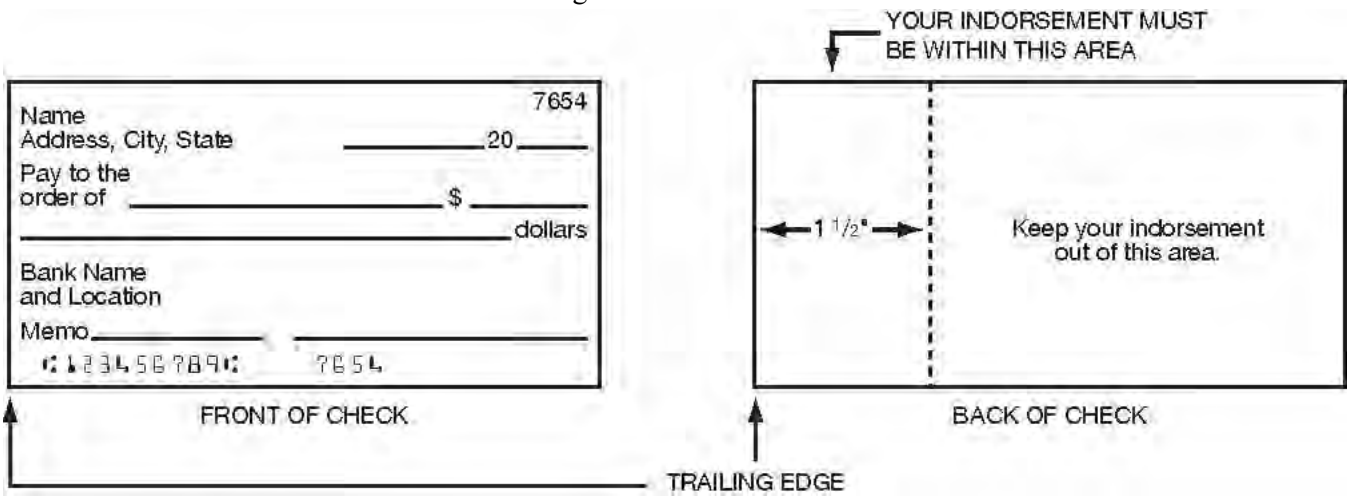
23. Stale-Dated Checks. We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

24. FDIC Insurance. Funds in your account(s) with us are insured by the Federal Deposit Insurance Corporation (FDIC) and backed by the full faith and credit of the United States. The amount of insurance coverage you have depends on the number of accounts you have with us that are of different *"ownership"*. An individual account is one unique form of ownership; a joint account, a pay-on-death account, and a self directed qualified retirement account (e.g., an IRA) are examples of some of the others. Deposit insurance for a person's self directed qualified retirement account is up to $250,000. (An IRA is a self directed qualified retirement account as is any account where the owner decides where and how to invest the balance.) Funds are insured to $250,000 per depositor for the total of funds combined in all of your other insured accounts with us. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

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

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

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



© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

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

These indorsement guidelines apply to both personal and business checks.

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

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

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

29. Lost, Destroyed, or Stolen Certified, Cashier's or Teller's Checks. Under some circumstances you may be able to assert a claim for the amount of a lost, destroyed, or stolen certified, cashier's or teller's check. To assert the claim: (a) you must be the remitter (or drawer of a certified check) or payee of the check, (b) we must receive notice from you describing the check with reasonable certainty and asking for payment of the amount of the check, (c) we must receive the notice in time for us to have a reasonable opportunity to act on it, and (d) you must give us a declaration (in a form we require) of your loss with respect to the check. You can ask us for a declaration form. Even if all of these conditions are met, your claim may not be immediately enforceable. We may pay the check until the ninetieth day after the date of the check (or date of acceptance of a certified check). Therefore, your claim is not enforceable until the ninetieth day after the date of the check or date of acceptance, and the conditions listed above have been met. If we have not already paid the check, on the day your claim is enforceable we become obligated to pay you the amount of the check. We will pay you in cash or issue another certified check.

At our option, we may pay you the amount of the check before your claim becomes enforceable. However, we will require you to agree to indemnify us for any losses we might suffer. This means that if the check is presented after we pay your claim, and we pay the check, you are responsible to cover our losses. We may require you to provide a surety bond to assure that you can pay us if we suffer a loss.

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

31. Check Processing. We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of indorsements unless you notify us in writing that the check requires multiple indorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

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

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

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

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

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

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

35. Remotely Created Checks. Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account.

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

1. you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;
2. you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and
3. if a check is returned you owe us the amount of the check, regardless of when the check is returned.

We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

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

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

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

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

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

38. Claim of Loss. The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday/one-time consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure generally titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you.

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

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

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

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

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

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

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

45. FedNow® Service.

(A) Agreement. This "FedNow® Service" section (*"Section"*) describes the terms and conditions that govern the FedNow Service as facilitated through our institution (*"Service"*). The FedNow Service is the funds-transfer system owned and operated by the Federal Reserve Banks to support instant payments. FedNow® is a registered trademark of the Federal Reserve Board of Governors. You agree to the terms and conditions of this Section and acknowledge that you may receive instant payments through the Service.

This Section incorporates and supplements the Terms and Conditions of your account(s) with us (*"Account"*). In particular the Funds Transfers section of these Terms and Conditions also applies to this Service, along with any other disclosures, agreements, or other documents we have given, or may give, you pertaining to your Account or services with us (referred to collectively as the *"Account Agreement"*). Unless otherwise stated below, in the event of any conflict between the terms of this Section and your Account Agreement, the terms of this Section control.

(B) Governing Law. This Section is governed by applicable federal laws and regulations, including Subpart C of Regulation J of the Board of Governors of the Federal Reserve System (*"Board"*) and the Board's operating circulars, as may be amended from time to time. As provided in those laws, to the extent the Electronic Fund Transfer Act (*"EFTA"*) does not apply, this Section is governed by Article 4A of the Uniform Commercial Code – Funds Transfers (*"UCC 4A"*) as published in Appendix A of Regulation J. To the extent the EFTA applies, your rights under the

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

EFTA are described in the separately (or previously) provided Electronic Fund Transfers Disclosure. If any part of this Section is determined to be unenforceable, the rest of the Section remains effective.

(C) Payment Order Definition. As used in this Section, *"payment order"* includes only those instructions sent or received through the Service. Payment order does not include automated clearing house transfers, checks, wire transfers, or other instructions not sent through the Service. Terms and conditions for those types of payments are addressed elsewhere, as applicable.

(D) Service Availability. In general, the Service will be available to receive transactions 24 hours a day, seven days a week. However, there may be times when the Service is unavailable due to prescheduled or emergency maintenance. Notice will depend on the circumstances, but we will strive to provide you with advance notice whenever possible. We reserve the right to change the hours during which the Service is available.

(E) Permitted Types of Transactions.

Receive Only – As a user of the Service, you may receive transactions that are sent through the Service. Currently, you do not have the ability to send transactions through the Service.

Request for Payment (RFP) – Through the Service, you may send a request for payment (RFP) to a consumer or a business. This can, for example, be used to request payment for services rendered, reimbursements for shared meal expenses, or bill payments. When you send an RFP through the Service, the recipient then has the option to accept the RFP and reply with a credit as payment. The recipient may also reject the RFP. You may also cancel a prior RFP which you initiated. You agree that if you make an RFP through the Service, it is being sent for a legitimate purpose. The Service's operating rules state that, when sending an RFP to a non-consumer, the RFP is legitimate when it is sent to request payment for a current sale or transaction, or to request an amount that is due, owed, or otherwise agreed to be paid to the sender. When sending an RFP to a consumer, the RFP is legitimate when it is sent to a consumer who is known to the sender, and who would reasonably expect to receive the RFP from the sender. We reserve the right to review any RFP you make to ensure it is made for legitimate purposes and to take any corrective action to prevent any abuses up to and including discontinuing your use of the Service.

Restrictions on Use – We reserve the right to restrict or limit your use of, or ability to send or receive transactions through, the Service if we find evidence of fraud or other misuse, or at our discretion. At our option, we may also impose a waiting period for newly opened accounts before the account may receive payment through the Service. We also reserve the right to restrict access to, or use of, the Service, as may be required by state or federal law or the rules of the Federal Reserve. Your use may also be restricted if systemic, technological or other emergency issues require that use of the Service be restricted, whether on a temporary or permanent basis.

(F) Transfer Limitations. The maximum amount of funds that may be received in a single transaction through the Service is $500,000. If we change this limit we will notify you to the extent the law requires such notification.

Only domestic transactions may be made through the Service. You agree not to use the Service for international transactions.

(G) Transaction Settlement. Transactions made through the Service are final and settled in real time (typically within seconds). There may be some exceptions to transactions settling in real time. For example, a transaction may be rejected or delayed if:

- The recipient account is invalid, closed, or blocked;
- Information regarding the recipient account is missing or incorrect;
- The payment is a duplicate;
- The payment exceeds the maximum limit on payment amounts;
- Additional information is needed to verify the validity of the transaction;
- There is a compliance reason to not accept the payment; or
- Any other reason permitted or required by law or our internal policies.

The Service does not accommodate transactions scheduled for a later date, whether on a one-time or recurring basis.

(H) Payment Return Requests. Although payments sent through the Service settle immediately, the sending party may request that the funds be returned. This may occur, for example, if the payment is sent in error to the wrong recipient. If such a request is made, we will contact you.

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

(I) Fees. We may charge a fee for your use of the Service. Any fees we charge will be disclosed in our separate fee schedule.

(J) Funds Availability. After we accept a payment order listing you as the recipient, we will immediately credit your account with the amount of the order. Funds transmitted through the Service are generally made available within a few seconds. However, delays may occur due to technical issues, maintenance periods, verification requirements, or for other reasons. For example, if we have reasonable cause to believe that you are not entitled or permitted to receive payment, we may request additional time to determine whether to accept a payment order on your behalf. Our agreement to make funds immediately available shall not create any rights that you or any party (other than a Federal Reserve Bank) may assert against us, or otherwise affect our liability to you or any other party (other than a Federal Reserve Bank) under UCC 4A or any other law.

(K) Security Procedures. Because this Service is "Receive Only" at this time, we do not have any additional security procedures in place to receive transfers through the Service other than those security procedures already in place that are used by you to access your accounts. We reserve the right to add other security procedures as we deem necessary to address fraud, unauthorized transfers, or other compliance or legal issues.

(L) Unauthorized Transfers. For more information regarding your rights and liabilities related to, as well as your responsibility to examine your statements and report, unauthorized transactions (including unexpected deposit amounts), please refer to your Electronic Fund Transfers disclosure (for consumer accounts) and the Statements section of the Terms and Conditions for your Account.

If we in good faith believe that a transfer was the result of fraudulent activity, we are required to report the activity to our Administrative Reserve Bank.

(M) Liability. The Federal Reserve Banks own and operate the FedNow Service. We make no guaranty, warranty, or representation of any kind, express or implied, with respect to the FedNow Service as provided by the Federal Reserve Banks. Unless otherwise required by law, you agree to release and hold us harmless from any claim, liability, or damage, including damages resulting from the actions of any intermediary as well as any consequential, indirect, special, or incidental damages you may incur due to your use of the Service. Unless otherwise required by law, we are not responsible for any losses due to unauthorized orders or transactions involving your use of the Service.

46. Real Time Payments (RTP®) Service.

(A) Agreement. This "Real Time Payments (RTP®) Service" section (*"Section"*) describes the terms and conditions that govern your use of the RTP Service, as facilitated through our institution (*"Service"*). The RTP Service is the funds-transfer system owned and operated by The Clearing House Payments Company, LLC, (*"TCH"*) to support instant payments. RTP® is a registered trademark of TCH. You agree to the terms and conditions of this Section and acknowledge that you may receive instant payments through the Service.

This Section incorporates and supplements the Terms and Conditions of your account(s) with us (*"Account"*). In particular the Funds Transfers section of these Terms and Conditions also applies to this Service, along with any other disclosures, agreements, and other documents we have given or may give you pertaining to your Account or services with us (referred to collectively as the *"Account Agreement"*). Unless otherwise stated below, in the event of any conflict between the terms of this Section and your Account Agreement, the terms of this Section control.

(B) Governing Law. This Section is governed by applicable federal laws and regulations, including the Electronic Fund Transfer Act (*"EFTA"*), as well as applicable state law, and the RTP System Operating Rules (as maintained and updated from time-to-time by TCH). To the extent the EFTA does not apply, this agreement is subject to Article 4A of the Uniform Commercial Code – Funds Transfers (*"UCC 4A"*) as adopted in New York. To the extent the EFTA applies, your rights under the EFTA are described in the separately (or previously) provided Electronic Fund Transfers Disclosure. If any part of this Section is determined to be unenforceable, the rest of the Section remains effective.

(C) Representations and Warranties. By participating in the Service, you agree that your use of the Service complies with all applicable laws, regulations, and funds transfer system rules. You agree that any transaction you participate in through the Service will involve only parties whose accounts are located in the United States. You understand that we may not transmit payments for parties located outside of the United States. Further, you certify that

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

your transactions comply with all applicable OFAC requirements and regulations, and that your use of the service is not for any fraudulent, unlawful, or unauthorized purpose.

(D) Data Collection. By using the Service, you recognize and agree that TCH may, at its sole discretion, collect and use for any business purpose aggregated and anonymized data regarding the participants and the transactions which utilize the Service.

(E) Payment Order Definition. As used in this Section, "payment order" includes only those instructions sent or received through the Service. Payment order does not include automated clearing house transfers, checks, wire transfers, or other instructions not sent through the Service. Terms and conditions for those types of payments are addressed elsewhere, as applicable.

(F) Service Availability. In general, the Service will be available to receive transactions 24 hours a day, seven days a week. Note that there may be times when the Service is unavailable due to prescheduled or emergency maintenance. Notice will depend on the circumstances, but we will strive to provide you with advance notice whenever possible. We reserve the right to change the hours during which the Service is available.

(G) Permitted Types of Transactions.

Receive Only – As a user of the Service, you may receive transactions that are sent through the Service. Currently, you do not have the ability to send transactions through the Service.

Request for Payment (RFP) – Through the Service, you may send a request for payment (RFP) to a consumer or a business. This can, for example, be used to request payment for services rendered, reimbursements for shared meal expenses, or bill payments. When you send an RFP through the Service, the recipient then has the option to accept the RFP and reply with a credit as payment. The recipient may also reject the RFP. You may also cancel a prior RFP which you initiated. You agree that if you make an RFP through the Service, it is being sent for a legitimate purpose. The Service's operating rules state that, when sending an RFP to a non-consumer, the RFP is legitimate when it is sent to request payment for a current sale or transaction, or to request an amount that is due, owed, or otherwise agreed to be paid to the sender. When sending an RFP to a consumer, the RFP is legitimate when it is sent to a consumer who is known to the sender, and who would reasonably expect to receive the RFP from the sender. We reserve the right to review any RFP you make to ensure it is made for legitimate purposes and to take any corrective action to prevent any abuses, up to and including discontinuing your use of the Service.

Restrictions on Use – We reserve the right to restrict or limit your use of, or ability to send or receive transactions through, the Service if we find evidence of fraud or other misuse, or at our discretion. At our option, we may also impose a waiting period for newly opened accounts before the account may receive payment through the Service. We also reserve the right to restrict access to, or use of, the Service, as may be required by state or federal law or RTP operating rules. Your use may also be restricted if systemic, technological, or other emergency issues require that use of the Service be restricted, whether on a temporary or permanent basis.

(H) Transfer Limitations. The maximum amount of funds that may be received in a single payment through the Service is $10,000,000. If we change this limit we will notify you to the extent the law requires such notification.

Only domestic transactions may be made through the Service. You agree not to use the Service for international transactions.

(I) Transaction Settlement. Transactions made through the Service are final and settle in real time (typically within seconds). There may be some exceptions to transactions settling in real time. For example, a transaction may be rejected or delayed if:

- The recipient account is invalid, closed, or blocked;
- Information regarding the recipient account is missing or incorrect;
- The payment is a duplicate;
- The payment exceeds the maximum limit on payment amounts;
- Additional information is needed to verify the validity of the transaction;
- There is a legal or regulatory compliance reason to decline a transaction; or
- Any other reason permitted or required by law or our internal policies.

The Service does not accommodate transactions scheduled for a later date, whether on a one-time or recurring basis.

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

(J) Payment Return Requests. Although payments sent through the Service settle immediately, the sending party may request that the funds be returned. This may occur, for example, if the payment is sent in error to the wrong recipient. If such a request is made, we will contact you.

(K) Fees. We may charge a fee for your use of the RTP Service. Any fees we charge will be disclosed in our separate fee schedule.

(L) Funds Availability. After we accept a payment order listing you as the recipient, we immediately credit your account with the amount of the order. Funds transmitted through the Service are generally made available within a few seconds. However, delays may occur due to technical issues, maintenance periods, verification requirements, or for other reasons. For example, if we have reasonable cause to believe that you are not entitled or permitted to receive payment, we may request additional time to determine whether to accept a payment order on your behalf. Our agreement to make funds immediately available shall not create any rights that you or any party (other than a Federal Reserve Bank) may assert against us, or otherwise affect our liability to you or any other party (other than a Federal Reserve Bank) under UCC 4A or any other law.

(M) Security Procedures. Because this Service is "Receive Only" at this time, we do not have any additional security procedures in place to receive transfers through the Service other than those security procedures already in place that are used by you to access your accounts. We reserve the right to add other security procedures as we deem necessary to address fraud, unauthorized transfers, or other compliance or legal issues.

(N) Unauthorized Transfers. For more information regarding your rights and liabilities related to, as well as your responsibility to examine your statements and report, unauthorized transactions (including unexpected deposit amounts) please refer to the Security Procedures section above, your Electronic Fund Transfers disclosure (for consumer accounts) and the Funds Transfers section and the Statements section of the Terms and Conditions for your Account.

(O) Liability. The Clearing House Payments Company, LLC, (*"TCH"*) owns and operates the RTP Service. We make no guaranty, warranty, or representation of any kind, express or implied, with respect to the RTP Service as provided by TCH. Unless otherwise required by law, you agree to release and hold us harmless from any claim, liability, or damage, including damages resulting from the actions of any intermediary as well as any consequential, indirect, special, or incidental damages you may incur due to your use of the Service. Unless otherwise required by law, we are not responsible for any losses due to unauthorized orders or transactions involving your use of the Service.

47. Additional Terms. TrailWest Customers, and any Financial Institution that is under US jurisdiction receiving transactions on their behalf, are subject to applicable US law, including OFAC sanctions.

48. Electronic Disclosures and Notices.

This disclosure describes the process that must occur before we can provide you with electronic disclosures and notices (such as by email or other electronic messages, or using online services). It also describes your rights in the event you consent to receiving electronic disclosures and notices, as well as the consequences of later withdrawing your consent to receive disclosures and notices electronically.

First we must inform you as to the computer hardware and software requirements to receive and keep the electronic disclosures and notices. Then we must make an electronic request for your consent. Finally, you must give your consent electronically in response to our request.

You understand prior to consenting that:

1. Your consent applies only to disclosures and notices regarding your deposit accounts, excluding your periodic account statements;
2. Unless you consent, you have the right to receive all required disclosures in paper or non-electronic form;
3. Even after consent, if you want to receive a paper copy of the disclosure in addition to the electronic disclosure you can obtain one free of charge by calling us at the number provided at the beginning of this disclosure;
4. You can withdraw your consent at any time by calling us at the number provided at the beginning of this disclosure; and

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.

5. You agree to promptly provide us with the information (such as a current email address or other relevant contact information) needed to communicate with you electronically and update us as to any changes in such information by calling us at the number provided at the beginning of this disclosure;

We reserve the right to provide any disclosures or notices in writing, rather than electronically.

Except as otherwise provided in this or other agreements, by law, or on our website, you cannot give us notices electronically, and all notices from you must be in writing.

49. Notice Regarding Inaccurate Information.

As a participant in the consumer reporting system, we furnish information about our experience with you to consumer reporting agencies. These reports allow us to make credit and other opportunities available to you. If you believe that we have furnished information to a consumer reporting agency that is inaccurate please notify us at the following address and identify the specific information that is inaccurate:

TrailWest Bank

11300 HWY 93 S PO Box 9
Lolo, MT 59847

50. International ACH Transactions.

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

51. Notice of Negative Information.

Federal law requires us to provide the following notice to customers before any negative information may be furnished to a nationwide consumer reporting agency. Negative information includes information concerning delinquencies, overdrafts or any form of default. This notice does not mean that we will be reporting such information about you, only that we may report such information about customers that have not done what they are required to do under our agreement. After providing this notice, additional negative information may be submitted without providing another notice.

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

© 2025 Wolters Kluwer Financial Services, Inc.
All rights reserved.