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# TERMS AND CONDITIONS OF YOUR ACCOUNT

**IMPORTANT NOTICE: THIS IS A LEGALLY BINDING CONTRACT THAT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY AND CONSULT LEGAL COUNSEL BEFORE SIGNING. THIS CONTRACT REQUIRES YOU TO WAIVE RIGHTS TO LITIGATE CERTAIN ISSUES AND TO PARTICIPATE IN CLASS ACTION LAWSUITS AGAINST STOCKMAN BANK IN LIEU OF THOSE RIGHTS AND LITIGATION PROCESSES, THIS CONTRACT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES UNLESS YOU FOLLOW THE PROCEDURE TO OPT-OUT OF THE WAIVER AND ARBITRATION AGREEMENT PROVISIONS BY FOLLOWING THE PROCESS SET FORTH BELOW. SEE "ARBITRATION AND WAIVER OF CLASS ACTION" ON PAGE 7 BELOW.**

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT** - To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

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

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract (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 system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this 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.

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

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

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of indorsement or lack of indorsement on the item and even though we provide you provisional credit for the item. We may reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing indorsement, claim of alteration, encoding error, 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. If you deliver a deposit to us and you will not be present when the deposit is counted, you must provide us an itemized list of the deposit (deposit slip). To process the deposit, we will verify and record the deposit and credit the deposit to the account. If there are any discrepancies between the amounts shown on the itemized list of the deposit and the amount we determine to be the actual deposit, we will notify you of the discrepancy. You will be entitled to credit only for the actual deposit as determined by us, regardless of what is stated on the itemized deposit slip. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party indorsers to verify or guarantee their indorsements, or indorse in our presence.

#### **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.

**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 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 fees.

**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 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.

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## **OVERDRAFT DISCLOSURE**

This Overdraft Disclosure contains important information regarding your account balance; how payment and deposit transactions are posted to your account; when we consider your account to be overdrawn, and the fees you may be charged if your account is overdrawn. Please read it carefully. If you have questions, please see a branch representative or call 833-919-0844.

When we use the word "overdraft" that means there is not enough money in your "available" balance at the time the transaction was authorized and there is not enough money in your "actual" balance to cover a transaction when it "posts" or is submitted to us for payment. Overdrafts may be caused by checks, electronic bill payments or automated clearing house (ACH) payments, recurring and nonrecurring debit card payments, ATM withdrawals or transfers, telephone payment transfers and Zelle payments.

To avoid an overdraft in your Checking Account, you may elect to have funds transferred to your Checking Account from an Ag Line of Credit or Biz Line of Credit (collectively "Line of Credit"), subject to the terms and conditions of each type of Line of Credit. You may also elect to have funds transferred from a separate deposit account (such as a Savings account or Money Market Account). Should an overdraft occur and you have signed up for one of our overdraft protection services, then we will first attempt to authorize and pay the item by transferring funds to your Checking Account from any Line of Credit or other deposit account. There may be a fee for transfers from another deposit account as set forth in the current version of our Fee Schedule. The fee may apply even if the amount of the transfer does not cover the overdraft.

If you have not signed up for overdraft protection or funds are not available in any of the above accounts when a transaction is presented to us, then we may either reject the transaction or we may, at our discretion, elect to pay it using our standard overdraft service. Balance Booster is an overdraft service which authorizes us to pay for ACH payments, checks payments and recurring and nonrecurring debit card payments which overdraw your account. If you want us to pay overdraft ACH payments, check payments and recurring and nonrecurring debit card payments you must enroll in Balance Booster.

Should we elect to pay an overdraft with our standard overdraft service or our Balance Booster service, then you will be charged an overdraft fee as provided in the current version of our Fee Schedule. We do not charge fees if a payment transaction is returned unpaid or is declined.

**YOUR ACCOUNT BALANCES** - Your checking account has two balances: the actual balance and the available balance. Your actual and available balances may be checked when you call customer service or visit a branch. Your available balance may also be checked when you review your account online, use our app, or use Stockman Bank owned and branded ATMs (please note that while the ATM screen may say Total Balance or simply Balance, the amount displayed is your available balance). It is important to understand how the two balances work so that you know how much money is in your account to use at any given time. This section explains the two balances and how they work.

Your actual balance, which is also the balance reflected on your account statement, is the full amount of all deposits to your account (even though some portion of a deposit may not be available to you or may be pending receipt of funds from a third party) less payment transactions that have actually been presented to us for payment and have "posted" to your account.

It does not, however, include preauthorized commitments to pay merchants that are pending settlement (i.e., have not yet been paid or posted to your account), nor checks or other deposits that have not yet posted. Thus, while the term "actual" may sound as though the amount you see is an up-to-date balance and is what is in your account that you can spend, that is not always the case. For example, if you have a \$50 actual balance, but you just wrote a check for \$40, your actual balance remains \$50 as it does not reflect the \$40 check transaction until it is received by the bank and posted to your account. Until that occurs, you have \$50 as your actual balance, even though you have already spent \$40.

Your available balance is the amount of money in your account that is immediately available for use. It is the actual balance less holds placed on deposits, less debit-card payment commitments that we have authorized but have not yet posted to your account, and less other holds on funds, such as a garnishment. For example, assume you have an actual balance of \$50 and an available balance of \$50. If you were then to swipe your debit card at a merchant to buy groceries for \$20, that merchant could ask us to authorize the payment. If we do so, then we are obligated to pay the merchant, even if your actual balance is negative at the time the debit card payment is presented to

us by the merchant, so we will reduce your available balance by the amount of the "pre-authorization commitment," (in this example, \$20). Your actual balance would still be \$50 because this transaction has not yet posted, but your available balance would be \$30 because you have a commitment to pay the merchant \$20. When the merchant submits the transaction for payment (which could be several days later), your actual balance will be reduced by the amount of the posted transaction (in this example, \$20) and both your actual and available balance will be \$30.

**1. WHEN IS YOUR ACCOUNT OVERDRAWN?** Your account is overdrawn if both your available balance at the time a transaction is authorized (if applicable) and your actual balance at the time a transaction is posted are insufficient to cover the amount of the transaction. The following example illustrates how this works. Again, assume your actual balance and available balance are both \$50, and you swipe your debit card at a merchant for \$20. The merchant requests a pre-authorization commitment. Because you have \$50 available, we will likely authorize the payment and will reduce your available balance to \$30. Your actual balance will still be \$50. Before the merchant transaction is sent to us for payment, a check that you wrote for \$40 clears. Because you have only \$30 available (you have a commitment to pay the merchant \$20), the check will cause your available balance to be negative by \$10 but your actual balance will still be \$50. In this case, we may pay the \$40 check, and you will not be charged an overdraft fee for the \$40 transaction, because your actual balance is enough to cover the amount of the check transaction. (If the check was for \$60 instead, you would be charged an overdraft fee because it exceeds the actual balance.) However, when the merchant presents the \$20 charge for payment, your actual balance, which is now only positive \$10, will be insufficient to cover the \$20 transaction. In this situation, you will not be charged an overdraft fee for the \$20 transaction because your available balance (without overdraft tolerance) was sufficient at the time the transaction was authorized. We will only charge an overdraft fee on debit card signature transactions when the available balance is not sufficient at the time a transaction is authorized and your actual balance is insufficient at the time the transaction is posted to your account.

Your available balance (plus any overdraft tolerance applicable to your account) is used to determine whether we will authorize a transaction. Your check and ACH transactions are authorized and paid when we receive them for payment. Your debit-card transactions are authorized when you swipe your card at a merchant or when you provide your debit card to an online merchant. Your debit card transactions may not be paid until days after they are authorized.

**IT IS VERY IMPORTANT TO UNDERSTAND THAT YOU MAY STILL OVERDRAW YOUR ACCOUNT EVEN THOUGH THE ACTUAL AND AVAILABLE BALANCES APPEAR TO SHOW THERE ARE SUFFICIENT FUNDS TO COVER A TRANSACTION THAT YOU WANT TO MAKE.** Your actual and available balance may not reflect all of your outstanding checks, automatic bill payments 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 either of your account balances until it is presented to us and paid from your account. Your available balance also may not reflect recent deposits to your account that are subject to "holds" as described below in "Your Ability to Withdraw Funds." Your account balances also may not reflect all of your pending debit-card transactions. For example, if a merchant obtains a pre-authorization commitment but does not submit a one-time debit card transaction for payment within three (3) business days after pre-authorization, we may increase your available balance by the amount of the pre-authorization commitment or hold. This means that your available balance will not reflect the pending transaction until the transaction has been received by us and paid from your account (i.e., posted). (Note that this commonly happens with certain types of pre-authorized commitments, such as car rentals and international purchases, depending on the merchant.) Even though we may increase your available balance when a merchant does not submit the transaction for payment in a timely manner, the obligation to the merchant still applies. The time period for the pre-authorization commitment may be different for certain types of merchants such as gas stations that may have a pre-authorization commitment period of several hours, or for transactions or accounts that involve suspicious or unusual activity.

We do not have to notify you if your account does not have sufficient actual balance in order to pay an item.

In addition, the amount of a pre-authorization commitment may differ from the actual payment because the final transaction amount may not be known to the merchant when the merchant submits a pre-authorization request. For example, a restaurant may request a pre-authorization commitment on your account for the amount of your bill, but when the transaction posts it may be for an amount that includes a tip that you authorized. A difference in the amount may also happen when you use your debit card or ATM card at gas stations, hotels, car rental companies, and other establishments. We cannot control how much a merchant asks us to pre-authorize, or how long a merchant takes to submit a transaction for payment.

## 2. POSTING TRANSACTIONS TO YOUR ACCOUNT.

The two basic types of transactions for your account are: (i) credits (deposits) into your account, and (ii) debits (withdrawals or payments) out of your account. We may receive multiple credit and debit transactions on your account in many different forms throughout the day. At the end of each day, we post transactions to your account. Checks, drafts and other payment items may not be processed in the order that you make them or in the order we receive them. In most cases, we will follow the order explained below.

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of fees you may have to pay. We generally post transactions to your account in the following order from lowest dollar amount to highest dollar unless otherwise stated:

1. All credits will be posted first;
2. Transactions received on prior days that were not processed and completed (for example, due to system limitations or required review to determine appropriate handling);
3. Fees for one-time service (fee for the purchase of money order, wire transfer, cashier check, etc);
4. Returned deposit items;
5. Branch initiated transactions (cash checks and withdrawals made at a Stockman Branch);
6. Online, mobile and telebank transactions;
7. Debit card transactions (Point of sale and recurring) and ATM card transactions;
8. Bill pay, decoupled card and ACH transactions (checks converted to ACH transactions by a merchant are processed in check number order);
9. Telephone-initiated transactions;
10. Checks, excluding checks cashed at a Stockman Branch as noted above (Checks are posted in check number order);
11. Account Service Charges (service charges, overdraft fees, activity charges);
12. Tax withholding;
13. Customer-initiated automatic debit transfers.

**3. MINIMIZING FEES. The best way to know the amount of available and actual funds you have and to avoid paying overdraft fees is to record and track all of your transactions closely, including pre-authorization commitments, outstanding checks, ACH debits, internet bill payments, online and mobile banking transfers and other deposits and payments.**

**IF YOU DO NOT UNDERSTAND THIS DISCLOSURE, HAVE ANY QUESTIONS, OR WOULD LIKE MORE INFORMATION, PLEASE CONTACT 833-919-0844.**

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

**STOP PAYMENTS** - 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).

**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.

**AMENDMENTS AND TERMINATION** - We may amend this agreement at any time, including, but not limited to, adding new terms and conditions. We will give you reasonable notice of such amendments in writing or by any other method permitted by law. We may also suspend or terminate a service or close this account at any time upon reasonable notice to you and, if we close the account, tender of the account balance personally or by mail. Reasonable notice depends on the circumstances, and in some cases, such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new terms.

When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account.

Items presented for payment after the account is closed may be dishonored.

**Note:** Rules governing changes in 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.

**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.

**NOTICES** - Any written notice you give us is effective when we actually receive it. 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.

**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.

**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.

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

**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.

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

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

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

**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.

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

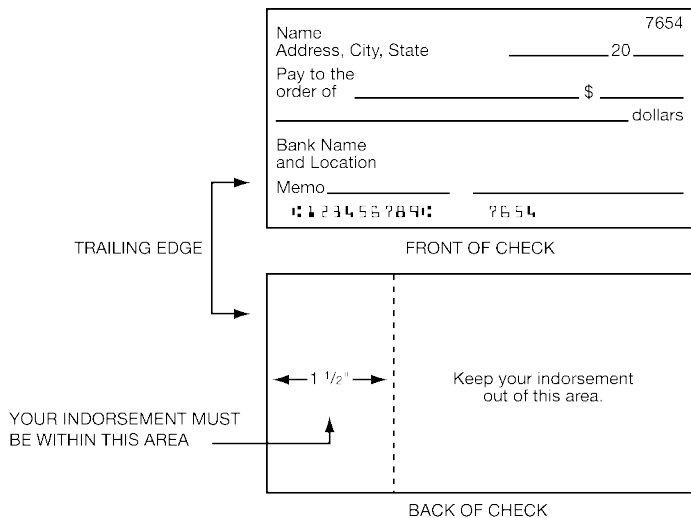
**CHECK PROCESSING** - We process items mechanically by relying almost exclusively on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and indorsed or to determine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

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

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

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

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



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

These indorsement guidelines apply to both personal and business checks.

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

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

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

**LEGAL ACTIONS AFFECTING YOUR ACCOUNT** - If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action 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 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.

**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 unless our failure to use ordinary care substantially contributed to the loss.

**Commercially Reasonable Security Procedures** - As an ongoing business entity, it is your responsibility to implement commercially reasonable security procedures that will allow us to detect, prevent and identify potential irregular activity in your account(s). Such procedures could include, but are not limited to: daily review of account activity, periodic account reconciliations, segregation of duties over the administration of the account(s), strong user codes and passwords, enforced transaction limits, and the use of tools provided by the bank (i.e. multi-factor authentication, tokens, positive pay).

**Positive pay and other fraud prevention services** - In addition to your other responsibilities set forth in this agreement (for example, your duty to report unauthorized signatures, alterations and forgeries, and your duty to report errors or problems), 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, unless such unauthorized transactions resulted from our bad faith or negligence. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts. With respect to "payment orders" as defined by Article 4A of Montana's Uniform Commercial Code, 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 also help detect unauthorized ACH debit transactions. The benefits of the positive pay service are explained in the Positive Pay Service Exhibit. If you reject or opt out of the Positive Pay Service, there are important provisions of which you must be aware. This paragraph is subject to, and incorporates by reference, the rules of the Automated Clearing House (ACH) and its operators, including but not limited to National Automated Clearing House Association (NACHA) rules, the rules of the Board of Governors of the Federal Reserve System, and the rules of the Automated Payments Network. You hereby authorize any Originating Depository Financial Institution ("ODFI"), as defined by NACHA rules, to initiate ACH debit entries to your account for presentment or re-presentment of transactions authorized by you.

**Unauthorized ACH entries** - If an ACH debit entry is presented to us and was not authorized by you, pursuant to ACH rules, we only have until the opening of business on the second banking day, following the day we post the entry, to return the debit as unauthorized. Notwithstanding the other deadlines contained in this agreement, in order for you to not be responsible for an unauthorized ACH debit entry, **you are required to monitor all of your accounts daily and report to us any unauthorized or fraudulent transactions no later than 12:00 p.m. on the banking day following the day on which the unauthorized or fraudulent transaction posted to your account.** (The "Cutoff Time"). If you are unwilling or unable to monitor your accounts on a daily basis, you will not be protected from unauthorized or fraudulent ACH debit transactions. If an unauthorized or fraudulent ACH debit transaction is processed by us, and if you do not notify us of the transaction by the Cutoff Time, **you will be solely responsible for the loss, unless the ODFI agrees to accept a late return of the ACH debit transaction. We will have no liability for the loss.**

**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.

**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.

**You also understand you are not required to consent to receive marketing calls or text messages in order to open account(s) with us. You may unsubscribe from such communications at any time by sending an email identifying yourself to contact@stockmanbank.com or by calling us at 1 (877) 300-9369.**

**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 every day/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.

**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 withdrawal for additional information.

**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.

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

**WAIVER OF NOTICES** - To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit 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.

**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.

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

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check,

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

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

**FUNDS TRANSFERS** - The terms used in this section have the meaning given to them in Article 4A of the Uniform Commercial Code - Funds Transfers (UCC 4A). This section will generally not apply to you if you are a consumer. However, even if you are a consumer, this section will apply to that part of any funds transfer that is conducted by Fedwire. This section is subject to UCC 4A as adopted in the state in which you have your account with us. This agreement is also subject to all clearing house association rules, rules of the Board of Governors of the Federal Reserve System and their operating circulars. If any part of this agreement is determined to be unenforceable, the rest of the agreement remains effective. This agreement controls funds transfers unless supplemented or amended in a separate written agreement signed by us. This agreement does not apply to a funds transfer if any part of the transfer is governed by the Electronic Fund Transfer Act of 1978 (EFTA), except this agreement does apply to a funds transfer that is a remittance transfer as defined in EFTA unless the remittance transfer is an electronic fund transfer as defined in EFTA.

**Funds transfer** - A funds transfer is the transaction or series of transactions that begin with the originator's payment order, made for the purpose of making payment to the beneficiary of the order. A funds transfer is completed by the acceptance by the beneficiary's bank of a payment order for the benefit of the beneficiary of the originator's order. You may give us a payment order orally, electronically, or in writing, but your order cannot state any condition to payment to the beneficiary other than the time of payment. Credit entries may be made by ACH.

**Authorized account** - An authorized account is a deposit account you have with us that you have designated as a source of payment of payment orders you issue to us. If you have not designated an authorized account, any account you have with us is an authorized account to the extent that payment of the payment order is not inconsistent with the use of the account.

**Acceptance of your payment order** - We are not obligated to accept any payment order that you give us, although we normally will accept your payment order if you have a withdrawable credit in an authorized account sufficient to cover the order. If we do not execute your payment order, but give you notice of our rejection of your payment order after the execution date or give you no notice, we are not liable to pay you as restitution any interest on a withdrawable credit in a non-interest-bearing account.

**Cutoff time** - If we do not receive your payment order or communication canceling or amending a payment order before our cutoff time on a funds transfer day for that type of order or communication, the order or communication will be deemed to be received at the opening of our next funds transfer business day.

**Payment of your order** - If we accept a payment order you give us, we may receive payment by automatically deducting from any authorized account the amount of the payment order plus the amount of any expenses and charges for our services in execution of your payment order. We are entitled to payment on the payment or execution date. Unless your payment order specifies otherwise, the payment or execution date is the funds transfer date we receive the payment order. The funds transfer is completed upon acceptance by the beneficiary's bank. Your obligation to pay your payment order is excused if the funds transfer is not completed, but you are still responsible to pay us any expenses and charges for our services. However, if you told us to route the funds transfer through an intermediate bank, and we are unable to obtain a refund because the intermediate bank that you designated has suspended payments, then you are still obligated to pay us for the payment order. You will not be entitled to interest on any refund you receive because the beneficiary's bank does not accept the payment order.

**Security procedure** - As described more fully in a separate writing, the authenticity of a payment order or communication canceling or amending a payment order issued in your name as sender may be verified by a security procedure. You affirm that you have no circumstances which are relevant to the determination of a commercially reasonable security procedure unless those circumstances are expressly contained in a separate writing signed by us. You may choose from one or more security procedures that we have developed, or you may develop your own security procedure if it is acceptable to us. If you refuse a commercially reasonable security procedure that we have offered you, you agree that you will be bound by any payment order issued in your name, whether or not authorized, that we accept in good faith and in compliance with the security procedure you have chosen.

**Duty to report unauthorized or erroneous payment** - You must exercise ordinary care to determine that all payment orders or amendments to payment orders that we accept that are issued in your name are authorized, enforceable, in the correct amount, to the correct beneficiary, and not otherwise erroneous. If you discover (or with reasonable care should have discovered) an unauthorized, unenforceable, or erroneously executed payment order or amendment, you must exercise ordinary care to notify us of the relevant facts. The time you have to notify us will depend on the circumstances, but that time will not in any circumstance exceed 14 days from when you are notified of our acceptance or execution of the payment order or amendment or that your account was debited with respect to the order or amendment. If you do not provide us with timely notice you will not be entitled to interest on any refundable amount. If we can prove that you failed to perform either of these duties with respect to an erroneous payment and that we incurred a loss as

a result of the failure, you are liable to us for the amount of the loss not exceeding the amount of your order. This 14 day deadline is a general provision and does not apply to other specific deadlines referenced in this Agreement, including, without limitation, business customers' duty to report unauthorized ACH transactions which is specified in the above subsection "Unauthorized ACH Entries".

**Identifying number** - If your payment order identifies an intermediate bank, beneficiary bank, or beneficiary by name and number, we and every receiving or beneficiary bank may rely upon the identifying number rather than the name to make payment, even if the number identifies an intermediate bank or person different than the bank or beneficiary identified by name. Neither we nor any receiving or beneficiary bank have any responsibility to determine whether the name and identifying number refer to the same financial institution or person.

**Record of oral or telephone orders** - You agree that we may, if we choose, record any oral or telephone payment order or communication of amendment or cancellation.

**Notice of credit** - If we receive a payment order to credit an account you have with us, we are not required to provide you with any notice of the payment order or the credit.

**Provisional credit** - You agree to be bound by the automated clearing house association operating rules that provide that payments made to you or originated by you by funds transfer through the automated clearing house system are provisional until final settlement is made through a Federal Reserve Bank or otherwise payment is made as provided in Article 4A-403(a) of the Uniform Commercial Code.

**Refund of credit** - You agree that if we do not receive payment of an amount credited to your account, we are entitled to a refund from you in the amount credited and the party originating such payment will not be considered to have paid the amount so credited.

**Amendment of funds transfer agreement** - From time to time we may amend any term of this agreement by giving you reasonable notice in writing. We may give notice to anyone who is authorized to send payment orders to us in your name, or to anyone who is authorized to accept service.

**Cancellation or amendment of payment order** - You may cancel or amend a payment order you give us only if we receive the communication of cancellation or amendment before our cutoff time and in time to have a reasonable opportunity to act on it before we accept the payment order. The communication of cancellation or amendment must be presented in conformity with the same security procedure that has been agreed to for payment orders.

**Intermediaries** - We are not liable for the actions of any intermediary, regardless of whether or not we selected the intermediary. We are not responsible for acts of God, outside agencies, or nonsalaried agents.

**Limit on liability** - You waive any claim you may have against us for consequential or special damages, including loss of profit arising out of a payment order or funds transfer, unless this waiver is prohibited by law. We are not responsible for attorney fees you might incur due to erroneous execution of payment order.

**Erroneous execution** - If we receive an order to pay you, and we erroneously pay you more than the amount of the payment order, we are entitled to recover from you the amount in excess of the amount of the payment order, regardless of whether you may have some claim to the excess amount against the originator of the order.

**Objection to payment** - If we give you a notice that reasonably identifies a payment order issued in your name as sender that we have accepted and received payment for, you cannot claim that we are not entitled to retain the payment unless you notify us of your objection to the payment within one year of our notice to you.

**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.

such as a temporary restraining order, a temporary protective order, an attachment, or other pre-judgment remedies; (4) this Arbitration Agreement does not prevent us from complying with any "legal action" as defined in "Legal Actions Affecting Your Account" in the Terms and Conditions of Your Account; and (5) this Arbitration Agreement does not prevent us from asserting our rights to place administrative holds or interplead funds that are subject to adverse claims as discussed in "Resolving Account Disputes" in the Terms and Conditions of Your Account.

**Effective Date** - Unless you opt out of this Arbitration Agreement by following the Right to Opt Out section below, it becomes effective 31 days after we provide it to you. If you receive your statements from us by mail, then this Arbitration Agreement was provided to you when we mailed it to you. If you receive your statements from us electronically, then this Arbitration Agreement was provided to you when we sent it to you electronically. If this Arbitration Agreement becomes effective, it changes the part of your contract with us called Terms and Conditions of Your Account.

**Arbitration Procedure** - If you or we elect to resolve a Claim through arbitration (1) the arbitration shall be conducted within 50 miles of your residence at the time the arbitration is commenced unless you reside outside of Montana at that time, in which case you can choose the Montana city where it will be conducted, (2) we will pay for any filing, administration, and arbitrator fees the American Arbitration Association charges you, (3) the Claim shall be resolved by a single arbitrator selected under the Commercial Arbitration Rules, (4) the arbitrator must have experience in the types of transactions at issue in the Claim, and (5) judgment on the arbitration award may be entered in any court having jurisdiction. If you or we elect to resolve a Claim through arbitration, you will be responsible for your attorneys' fees and costs unless you prevail in the arbitration, in which case, we will pay your reasonable attorneys' fees and costs. Conversely, if we prevail in the arbitration, then you will pay our reasonable attorneys' fees and costs. For details on how to initiate an arbitration proceeding you can go to the American Arbitration Association's website, [www.adr.org](http://www.adr.org). On that same website you can obtain a copy of the Commercial Arbitration Rules free of charge. If the American Arbitration Association is unavailable to resolve a Claim and you and we do not agree on a substitute forum, then you can select the forum for resolving the Claim.

**Enforceability and Severability** - If there is a contention about whether this Arbitration Agreement or any part of it is enforceable, the arbitrator shall determine enforceability unless the contention is about the enforceability of the Class Action Waiver section, in which case a court shall determine the enforceability of the Class Action Waiver section. If there is a contention about whether a Claim is subject to arbitration under this Arbitration Agreement, the arbitrator shall make that determination. If the Class Action Waiver section is unenforceable, then the remainder of this Arbitration Agreement is unenforceable. If any part of this Arbitration Agreement besides the Class Action Waiver section is unenforceable then the remaining parts of this Arbitration Agreement remain enforceable.

**Class Action Waiver** - ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR CLASS CUSTOMER IN A CLASS ACTION LAWSUIT.

**Governing Law and Conflicts** - This Arbitration Agreement shall be interpreted and enforced under the Federal Arbitration Act. If this Arbitration Agreement conflicts with the Commercial Arbitration Rules, this Arbitration Agreement controls to the extent of the inconsistency. If this Arbitration Agreement conflicts with the Terms and Conditions of Your Account document or any other part of your contract with us, this Arbitration Agreement controls to the extent of the inconsistency.

**Right to Opt Out** - You may opt out of becoming bound by this Arbitration Agreement. To opt out you must either: 1) complete an electronic Arbitration Opt Out Form on our website at [www.stockmanbank.com](http://www.stockmanbank.com) or 2) complete the Arbitration Opt Out Form attached to this Arbitration Agreement and mail it to Stockman Bank of Montana, Attention: Arbitration - Operations, P.O. Box 250 Miles City, MT 59301-0250. If, within 30 days after we physically or electronically mail this Arbitration Agreement to you, we do not receive notice from you that you are opting out by using one of the methods stated in this section, then you will have agreed to this Arbitration Agreement and you will be bound by its terms.

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## ARBITRATION AND WAIVER OF CLASS ACTION

**Generally** - You and we agree that either you or we may elect to resolve any dispute arising out of or relating to your account(s) with us (any such dispute, a "Claim") through arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. If you or we elect to resolve a Claim through arbitration, the Claim shall be resolved through arbitration. This Arbitration and Waiver of Class Action provision (this provision, including the sections with descriptive headings below, the "Arbitration Agreement") applies to any Claim (1) made after the date this Arbitration Agreement becomes effective, even if the Claim relates to conduct before then, and (2) whether or not the Claim is based in contract, tort, statute, or any other any other legal premise. Either you or we may elect to resolve a Claim through arbitration even if you or we already initiated litigation in court relating to the Claim by (1) making written demand for arbitration upon the other party, (2) initiating arbitration against the other party, or (3) by filing a motion in court to compel arbitration. IF YOU OR WE ELECT TO RESOLVE A CLAIM THROUGH ARBITRATION, YOU GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS REGARDING THAT CLAIM. There are limited exceptions to your and our agreement to arbitrate: (1) Claims brought individually in small claims court or transferred to small claims court which shall be resolved in small claims court; (2) this Arbitration Agreement does not prevent you from submitting any issue relating to your account(s) to a governmental agency or governmental entity, nor does it prevent such agency or entity from seeking relief on your behalf; (3) this Arbitration Agreement does not prevent you or us from applying to a court for emergency provisional relief,

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## YOUR ABILITY TO WITHDRAW FUNDS

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

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

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 6:00 P.M. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 6:00

P.M. or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit through one of our teller lines on a business day that we are open, we will consider that day to be the day of your deposit. Deposits made in our "Night Deposit" or "after hours" deposit receptacles at our facilities have special rules and are typically processed the business day following placement of deposit in the receptacle. If you plan to make night deposits please inquire as to those rules.

Remote mobile deposits are typically available the day after the deposit is made, however, these deposits may be delayed further due to additional processing or other issues.

If you make a deposit at an ATM before 12:00 noon on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 12:00 noon or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

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

#### **LONGER DELAYS MAY APPLY**

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

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

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

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

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

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

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

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

#### **SPECIAL RULES FOR NEW ACCOUNTS**

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

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the tenth business day after the day of your deposit.

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## **LIMITATION OF TIME TO COMMENCE ACTION AGAINST US**

Any action or proceeding by you to enforce an obligation, duty or right arising under this agreement, or by law, with respect to your account or any account service, or based on any alleged wrongful act or omission by us, must be commenced within one year from the date the act, omission, or other dispute occurred.

This provision does not apply to any act, omission, or other dispute for which a separate time limitation is provided for herein. This provision does not supersede any separate time limitation provided for herein. This provision applies to any other act, omission or other dispute for which this Agreement does not provide a different limitation period.



MEMBER  
**FDIC**



# ARBITRATION OPT OUT FORM

## CUSTOMER ACCOUNTS



I have received a copy of the Arbitration Agreement. I decline and opt out of the Arbitration Agreement. [Please note that for a multi-party account, each customer must individually choose to accept or opt out of the Arbitration Agreement.]  
For the opt out to be effective, I provide the following information:

**NAME**

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**ADDRESS**

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**PHONE NUMBER**

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**TAX IDENTIFICATION NUMBER** *(Last 4 digits only)*

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**PRIMARY STOCKMAN BANK ACCOUNT NUMBER**

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**I WISH TO OPT OUT ALL ACCOUNTS** *In relation to Stockman Bank's Arbitration Agreement*

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**I WISH TO OPT OUT SOME ACCOUNTS** *In relation to Stockman Bank's Arbitration Agreement*

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**I DO NOT WISH TO OPT OUT ANY ACCOUNTS** *In relation to Stockman Bank's Arbitration Agreement*

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**I WISH TO OPT OUT OF ONLINE & MOBILE BANKING** *In relation to Stockman Bank's Arbitration Agreement*

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**ADDITIONAL ACCOUNTS FOR WHICH I AM OPTING OUT**

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**SIGNATURE**

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**DATE**

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