



Notification of Changes to Deposit Account Agreement

January 27, 2020

National Exchange Bank & Trust's Deposit Account Agreement has been amended, effective January 27, 2020, to reflect the changes outlined below.

In the section of the Agreement titled "Customer Identification", the following is added:

For each business or entity that opens an account, we may also ask for information about the owners and/or a controlling manager of the organization.

In the section of the Agreement titled "Tax Identification Number", the following is added:

For non-U.S. resident(s) documentation, a current W-8 BEN form is required. If you have questions regarding your tax status, consult your tax advisor or legal counsel.

In the section of the Agreement titled "Forms of Ownership and Related Information" the sub-section titled "Personal - Individual Accounts" has been deleted and replaced with the following:

If you select an individual account, only you (or your authorized representative) have the right to withdraw funds from the account regardless of who owns the funds in the account. Upon your death, the account balance will be payable as determined under applicable state law.

In the section of the Agreement titled "Forms of Ownership and Related Information" the sub-section titled "Personal - Joint Accounts" the following is added:

In consideration of the Bank allowing a minor to be a party to a joint account, the parties of legal age agree to indemnify and hold the Bank harmless from any loss or damages incurred through the minor's use of the account.

In the section of the Agreement titled "Forms of Ownership and Related Information" the sub-section titled "Personal - Marital Accounts" has been deleted and replaced with the following:

A Marital Account is an account established on or after January 1, 1986, in Wisconsin without the right of survivorship by two parties who claim to be married. If an account is designated a Marital Account on our account records, the account is payable to either of you during the lifetime of both of you and until we receive actual written notice of the death of any one of you from a survivor or representative or beneficiary of one of you. Each of you may make deposits and withdrawals, stop payment, close the account, and give notices and instructions concerning the account with the full authority of the other. We may permit each of you to endorse for cash, or deposit to the account, items payable to any or all of you. Each of you agrees to hold us harmless for any action of the others concerning the account. Each of you agrees to be jointly and severally liable for fees and charges and any account deficit resulting from fees, charges, or other debits or overdrafts to the account whether caused by you or another person authorized to withdraw from the account, together with the costs we incur to collect the deficit, including, to the extent not prohibited by law, our reasonable attorneys' fees. When we receive written notice of death, 50% of the account balance will belong to the surviving party and 50% will belong to the estate of the deceased party. The survivor is not required to survive the death by any specified period. Either of you may designate a payable on death (P.O.D.) beneficiary to receive your interest in the account when you die.

In the section of the Agreement titled "Forms of Ownership and Related Information" the sub-section titled "Business Accounts – Partnership, Corporation, Unincorporated Association and Limited Liability Company (L.L.C.) Accounts" the following is added:

You agree to notify us in writing if you or your organization become an internet gambling business.

In the section of the Agreement titled "Forms of Ownership and Related Information" the sub-section titled "Death or Incompetence" has been deleted and replaced with the following:

Each owner agrees to notify the Bank of the death of the other(s) and to reimburse the Bank for any tax that may be required to pay on the owner's account under applicable state and federal laws. At the time of your death or adjudication of incompetence, the Bank has the authority to accept, pay, or collect items until the Bank knows of the fact of death or an adjudication of incompetence (by court order) and has a reasonable opportunity to act on it. Even with knowledge, the Bank may, for ten (10) days after the date of death, pay checks drawn before death unless ordered to stop payment by a person claiming an interest in the account.

In the section of the Agreement titled "General Provisions" the sub-section "Account Changes" has been added:

Any change made to an Account is not effective until the change(s) has been entered into the Bank's account information system, even though all necessary documentation to effect the change has been executed and provided to the Bank. You agree to verify that the change is effective prior to acting or failing to act in reliance on the change and agree to hold the Bank harmless for any such reliance in the absence of verification.

In the section of the Agreement titled "General Provisions" the sub-section titled "Amendments" has been deleted and replaced with the following:

We may amend this Agreement at any time, subject to applicable requirements of law regarding prior notice. Any changes will be effective upon the date indicated in the notice. Any use of the accounts after we send you a notice of change will constitute your agreement to such change. A change in our interest rates, fees or service charges is not an amendment to this Agreement. Your account may be subject to other terms printed on banking forms or agreements, posted in our premises, posted on our web site at www.nebat.com, delivered to you electronically if you have agreed, or enclosed with your account statements.

In the section of the Agreement titled "General Provisions" the sub-section titled "Check Cashing" the following is added:

We may refuse to cash the check if we are unable to obtain confirmation of the legitimacy of the check.

The section "Electronically Created Items" has been added as follows:

You will be liable for, hold harmless, and indemnify us and our directors, employees, and agents from and against all claims of any sort by third parties resulting from the fact that the image or information in connection with the Electronically Created Item was not derived from a paper check. Other indemnification and liability provisions can be found in the Electronic Services Agreement.

In the section of the Agreement titled "General Provisions" the sub-section titled "Lost Checks, Account Book or Access Device" has been deleted and replaced with the following:

You agree to notify us promptly, verbally and in writing of any suspected loss, theft, disappearance, or unauthorized use of any card, check, passbook, receipt, certificate, access code, PIN or other access device permitting access to or evidencing your account. Until receipt of such notice, we shall not be liable for payments made except as otherwise provided by law to any person presenting it. We may permit withdrawals by you or issue new evidence of any account on such conditions as we may require. We may require a waiting period or proof by affidavit of loss, theft, destruction, or unauthorized use. We may also require a bond of indemnity in an amount satisfactory to us against all claims and expenses that we may incur. If any of the above have been lost or stolen, we reserve the right to close the account and re-open it under a new account number. Upon issuance of any replacement account document, the original shall be void.

If you ask us to stop payment on a lost, destroyed or stolen cashier's check or other official bank check of which you are the remitter or the payee, or a lost certified check of which you are the drawer or payee, we will require a declaration of loss from you and you agree to pay any associated stop payment fee. We must be given a reasonable time to act on the declaration before the item is paid. Your claim is not enforceable until the time parameters identified by applicable law have been met. Our payment of a check to a person entitled to enforce it discharges us of all liability with respect to the check. Such person may have a claim against you after meeting the time parameters identified by applicable law and after we have paid you.

In the section of the Agreement titled "General Provisions" the sub-section titled "Returned Deposited Items" has been changed to "Returned Deposited/Cashed Items" and the following is added:

We may charge account for these items even if it may cause a negative balance and an Overdraft/NSF and/or transfer fee result.

If a check or other item that we cash for you or that you deposit to your Account is returned to us as unpaid for any reason, or if the check is drawn on us and we refuse to pay it for any reason, we may charge your Account for the amount of the check or other item. This may include, among other circumstances, checks that are returned because the drawer of the check had insufficient funds in his or her Account and checks that were paid originally and later are returned to us accompanied by an affidavit that states that the endorsement is forged or unauthorized or that the item has been altered in any way. We may charge your Accounts for the amount in full reliance upon the truth of such an affidavit. We may also charge back any amount of accrued or paid interest related to the returned check.

In the section of the Agreement titled "General Provisions" the sub-section titled "Dormant Accounts" the following is added:

Dormant accounts are subject to applicable state unclaimed property laws.

In the section of the Agreement titled "General Provisions" the sub-section titled "Delivery of Statements, Notices, and/or Disclosures using Written or Electronic Communication" the following is added:

If you use Exchange OnLine (our electronic banking service) and have agreed to the E-Statement and E-Notice Agreement we may send you or make available to you any statements, notices, disclosures, and other information electronically rather than in paper form.

In the section of the Agreement titled "General Provisions" the sub-section titled "Withdrawals" has been updated to include the following updated transaction processing order:

- Deposits/Credits,
- Electronic Loan Payments,
- Automated funds transfers,
- CheckCard and ATM transactions
- Checks taken across the teller window at National Exchange Bank Offices in check number order (without a check number prior to those with one),
- Online Bill Pay Service transactions
- Automated Clearing House (ACH) withdrawals,
- Checks received for payment from other financial institutions in check number order (without a check number prior to those with one).
- Scheduled transfers

Please note that the above describes common withdrawal requests and categories. There may be additional miscellaneous and generally infrequent types of withdrawals that can be processed and posted at any stage (after deposits are posted) in the processing and payment order.

In the section of the Agreement titled "General Provisions" the sub-section titled "Closing Your Account" has been updated to include the following:

Accounts with a zero balance or less may be closed automatically.

In the section of the Agreement titled “General Provisions” the sub-section titled “Non-Sufficient Funds (NSF)” has been changed to “Overdrafts/Non-Sufficient Funds (NSF) and the following is added:

The Bank offers Occasional Overdraft Privilege Service (ODP). If your account qualifies for ODP, we will consider, without obligation on our part, paying items for which your account has insufficient or unavailable funds, instead of automatically returning those items unpaid.

The ODP Service applies to a variety of transactions, including checks and other transactions made using your checking account number, automatic bill payments, ATM transactions and everyday CheckCard transactions; however, we will not include ATM and everyday CheckCard transactions within our consumer ODP Service without first receiving your affirmative consent to do so. Absent your affirmative consent, ATM and everyday CheckCard transactions generally will not be authorized under ODP for consumer accounts.

Participation in ODP is not mandatory. You may opt-out of the service any time by notifying one of our Customer Service Representatives. Furthermore, consumer account holders may revoke affirmative consent to have ATM and everyday CheckCard transactions considered for payment under ODP without removing other items from the service. Simply inform us of your preference.

We retain full discretion to decline to pay any item under the ODP Program. This means we can refuse to pay any overdraft for any reason. Even if we decide to pay an overdraft item, absent an agreement to the contrary, such payment does not create any duty to pay future overdrafts. If we do not authorize and pay an overdraft, your transaction will be declined, and we may assess NSF fees on your account in accordance with your account agreement and the fee schedule in effect at the time of the overdraft.

The section “Liability Limitation” has been added as follows:

Except as otherwise expressly provided in this agreement or otherwise expressly provided by applicable law, rule or regulation, you agree that neither we nor any entity or person who provides services or products to us (“Service Providers”) will be liable for any loss, injury or damage, including, but not limited to, indirect, incidental, special, consequential or punitive damages, whether under contract, tort or any other theory of liability, arising out of or relating to any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus, line failure or unauthorized interception or access to your communications with us, even if we or the Service Providers are aware of the possibility of such events. To the extent any law, rule or regulation provides for us to be liable for any such loss, injury or damage, but permits our liability to be limited or eliminated by agreement, this paragraph limits or eliminates our liability to the fullest extent permitted.



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