

**ACCOUNT AGREEMENT  
TIME DEPOSIT ACCOUNT**



5 STAR BANK  
104 S CASCADE AVE STE 102 COLORADO SPRINGS CO 80903

**DEFINITIONS.** Throughout this Agreement, the terms "you," "your," "account owner," and "party" refer to the Customer whether or not there are one or more Customers named on the account, and the terms "we," "our," and "us" refer to the Bank, 5 STAR BANK.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Time Deposit account with us, along with any other documents applicable to your account, including all account opening disclosures that have been provided to you, which are incorporated by reference. You understand that your account is also governed by applicable law.

The account opening disclosures include a schedule of fees and charges applicable to the account, the interest rate(s) and applicable annual percentage yield (APY), compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in the account opening disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**SINGLE-PARTY ACCOUNT.** The named party in a single-party account owns the account and may withdraw all or some of the funds. On the death of the party, ownership passes as part of the party's estate.

**TRANSFERS AND ASSIGNMENTS.** We may assign or transfer any or all of our interest in this account. You cannot assign or transfer any interest in your account unless we agree in writing.

**POWER OF ATTORNEY.** If you wish to name another person to act as your attorney in fact or agent in connection with your account, we must approve the form of appointment.

In addition to the General Rules, your Time Deposit account ("Certificate") may be subject to the following:

**ACCOUNT TERMS.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), annual percentage yield (APY), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted in the Certificate and the Disclosures and will be paid to you at the frequency and in the method noted. If interest compounds during the term of the Certificate and may be withdrawn prior to maturity, the withdrawal of interest prior to maturity will affect the annual percentage yield (APY).

**WITHDRAWAL PRIOR TO MATURITY.** You have contracted to keep the account funds on deposit from the issue date until the maturity date. We may accept a request by you for withdrawal of some or all of the account funds prior to the maturity date at our discretion or as otherwise described in the Disclosures.

**ADDITIONAL DEPOSITS DURING THE TERM.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**EARLY WITHDRAWAL PENALTY.** Unless provided otherwise in the Disclosures we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures. We will impose a penalty of 90 days of interest for time deposits 1 year or less and 180 days for time deposits greater than 1 year.

**RENEWAL.** Automatic Renewal Certificates will renew automatically on the stated maturity date of its term. Such renewal will be for a time period equal or similar to the original term and subject to these terms and conditions. Interest for that renewal term will be paid at the interest rate then in effect at this financial institution for similar accounts. If you close the Certificate within the grace period following the maturity date, we will not charge an early withdrawal penalty for that withdrawal.\*

**DEPOSITS.** Deposits may be made in person, by mail, or in another form and manner as agreed by us in our sole discretion. We are not responsible for transactions mailed until we actually receive and record them. We may in our sole discretion refuse to accept particular instruments as a deposit to your account. Cash deposits are credited to your account according to this Agreement. Other items you deposit are handled by us according to our usual collection practices. If an item you deposit is returned unpaid, we will debit your account for the item and adjust any interest earned. You are liable to us for the amount of any check you use to open your account that is returned unpaid and all costs and expenses related to the collection of all or part of such amount from you.

**COLLECTION OF DEPOSITED ITEMS.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items

to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

If we permit you to withdraw funds from your account before final settlement has been made for any deposited item, and final settlement is not made, we have the right to charge your account or obtain a refund from you. In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We shall not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Colorado. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

**PROVISIONAL PAYMENT.** Credit we give you is provisional until we receive final settlement for that entry. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

**INTERNATIONAL ACH TRANSACTIONS.** If your transaction originates from a financial agency that is outside of the territorial jurisdiction of the United States, it may be subject to additional review for compliance with the rules of the Office of Foreign Assets Control (OFAC). If additional review is required, the International ACH transaction will not be available to you until it passes final verification.

**NOTICE OF RECEIPT.** We will not provide you with notice of our receipt of the order, unless we are so requested by the transfer originator in the order. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

**CHOICE OF LAW.** We may accept on your behalf payments to your account which have been transmitted, that are not subject to the Electronic Fund Transfer Act, and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state where we are located.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. 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 regardless of by whom or by what means (including facsimile signature(s)) your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

If your items are signed using any facsimile signature or non-manual form of signature, you acknowledge that it is solely for your benefit and convenience. You agree that no facsimile signature you have authorized us to honor may be considered a forgery or an unauthorized signature, and that every authorized facsimile signature shall be effective as the signatory's own original, manual signature. You accept sole responsibility for maintaining security over any device affixing the signature as such signature will be effective regardless of whether the person affixing it was authorized to do so. Your authorization notwithstanding, we are not obligated to accept or pay any items bearing facsimile signatures.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time.

**SET-OFFS AND SECURITY INTEREST.** If you ever owe us money as a borrower, guarantor, or otherwise, and it becomes due, we have the right under the law (called "set-off") and under this Agreement (by which you grant us a security interest in your deposit account and any other accounts held by you) to use your account funds to pay the debt, where permitted by law. If your account is held jointly, that is, if there is more than one account owner, we may offset funds for the debt of any one of the joint owners. Similarly, we may also set-off funds from the individual accounts of any one of the joint owners to satisfy obligations or debts in the joint account. The security interest granted by this Agreement is consensual and is in addition to our right of set-off.

**CLAIMS.** In response to any garnishment, attachment, restraining order, injunction, levy, citation to discover assets, judgment, reclamation, other order of court or other legal process ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account(s) as set forth in and required by such Claim(s). If the account(s) is/are held jointly, we may place the hold, remove from the account(s) and/or remit the amounts from the account(s) arising from any Claim(s) relating to any one or more of the account holders. In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT/INACTIVE ACCOUNTS.** You understand that if your account is dormant or inactive, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law.

**ATTORNEYS' FEES AND EXPENSES.** You agree to be liable to us for any loss, costs or expenses, including reasonable attorneys' fees to the extent permitted by law, that we incur as a result of any dispute involving your account, and you authorize us to deduct any such loss, costs or expense from your account without prior notice to you. This obligation includes disputes between yourself and us involving the account and situations where we become involved in disputes between you and an authorized signer, another joint owner, or a third party claiming an interest in the account. It also includes situations where you, an authorized signer, another joint owner, or a third party takes action with respect to the account that causes us, in good faith, to seek the advice of counsel, whether or not we actually become involved in a dispute.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to an attachment, garnishment, levy or subpoena of records of your account. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, after sending you notice if advance notice is required by law. If applicable, a notice may be sent to you that specifies when the account will be closed. Such a termination will not release you from any fees or other obligations incurred before the termination. We will send a check for the balance in our possession to which you are entitled.

**OUR WAIVER OF RIGHTS.** You understand and agree that no delay or failure on our part to exercise any right, remedy, power or privilege available to us under this Agreement shall affect or preclude our future exercise of that right, remedy, power or privilege.

**YOUR WAIVER OF NOTICE.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** You are responsible for notifying us of any address or name changes, death of an account holder, or other information affecting your account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the account. Notice sent by you to us is not effective until we have received it and have had a reasonable opportunity to act upon it. Written notice sent by us to you is effective when mailed to the last address supplied.

**TELEPHONE AND ELECTRONIC COMMUNICATION.** You agree that we may call or send text messages to you at the telephone numbers that you provide to us, including a cell phone number, which may result in charges to you, for informational purposes regarding your account(s) with us. These calls and text messages may be made from an automatic telephone dialing system (i.e., an autodialer) or from an artificial or prerecorded voice message system. Additionally, you agree that we may send electronic communication to you at the email addresses you provide to us. You may contact us at any time if you no longer want to receive these communications from us.

**ONLINE OR MOBILE SERVICES.** If you open an account or obtain a product or service from us using our online or mobile services, we may record your personal information from a scan or a copy of your driver's license or other personal identification card, or we may receive an image or make a copy of your driver's license or other personal identification card. We may store or retain this information to the extent permitted by law.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records. Only one notice will be given in the case of joint account holders.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Colorado, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**ACCOUNT OWNERSHIP DESCRIPTIONS.** The following paragraphs describe some of the accounts which were offered to you. The type of account you have chosen is reflected earlier in the Agreement.

**Single-Party Account.** The named party in a single-party account owns the account and may withdraw all or some of the account. On the death of the party, ownership passes as part of the party's estate.

**Single-Party Account with P.O.D. (Pay on Death) Designation.** A single-party account with POD (Pay on Death) designation permits the party to transfer the account upon the death of the party to named beneficiaries. The named party in a single-party account may withdraw all or some of the account during his or her lifetime. The party may change the named beneficiaries at any time by written direction in a form acceptable to us. If one beneficiary survives the party, then ownership passes to the named beneficiary. If two or more beneficiaries survive the party, then they will be entitled to equal shares of the account without a right of survivorship, unless otherwise indicated. If no beneficiary survives the party, then the account will be treated as a single party account in the name of the party.

**Multiple-Party Account with Right of Survivorship.** Any of the named parties may withdraw all or some of the account during the party's lifetime. Upon the death of a party, ownership passes to the surviving party or parties rather than passing as part of the decedent party's estate. If two or more parties survive the decedent party, then the decedent's ownership passes to the surviving parties in equal shares. However, if two or more parties survive the decedent party and one is the spouse of the decedent, then the decedent party's ownership share passes to his or her spouse. There will continue to be a right of survivorship between the surviving parties. When there is only one surviving party, the account shall be treated as a single-party account.

**Multiple-Party Account without Right of Survivorship.** Any of the named parties may withdraw all or some of the account during the party's lifetime. Upon the death of a party, that party's ownership share in the account passes as part of the decedent party's estate.

**Multiple-Party with Right of Survivorship and P.O.D. (Pay on Death) Designation.** A multiple-party account with right of survivorship and POD (Pay on Death) designation permits the parties to transfer the account upon the death of all parties to named beneficiaries. Upon the death of a party, ownership passes to the surviving party or parties rather than passing as part of the decedent party's estate. If two or more parties survive the decedent party, then the decedent's ownership passes to the surviving parties in equal shares. However, if two or more parties survive the decedent party and one is the spouse of the decedent, then the decedent party's ownership share passes to his or her spouse. There will continue to be a right of survivorship between the surviving parties. The parties may change the named beneficiaries at any time by written direction in a form acceptable to us. At the death of the last surviving party, ownership passes to the surviving POD beneficiaries and is not part of the last surviving party's estate. If two or more beneficiaries survive the party, then they will be entitled to equal shares of the account without a right of survivorship. If no beneficiary survives and there is only one surviving party, then the account will be treated as a single-party account and upon the death of that party, ownership passes as part of that party's estate. If two or more parties survive all beneficiaries, then the account will be treated as a multiple-party account with right of survivorship.

You have the option to receive your periodic account statements relating to your account in either electronic or paper form. Neither your refusal to accept electronic statements from us, nor your withdrawal of a prior consent to accept electronic statements will affect your ability to obtain banking services from us.

**CONSENT TO RECEIVE ELECTRONIC STATEMENTS.** If you agree to receive your bank account statements electronically you agree as follows: You agree that you will not receive paper copies of the items that you have agreed to receive electronically (statements and/or notices, as you agreed) unless you make a specific request for a paper copy or unless you withdraw your consent to receive electronic statements and/or notices.

**COMPUTER REQUIREMENTS FOR ELECTRONIC STATEMENTS.** If you want to keep printed versions of your statements or notices, they will be available in a downloadable .pdf file format that you can view and print using Adobe® Acrobat® Reader. To save or print the Adobe Acrobat .pdf files you need a computer that meets Adobe's system requirements and is capable of printing and/or saving .pdf files. If you need the latest version of Adobe Acrobat Reader, it's a free download from Adobe.

**REQUESTING PAPER COPIES.** At your request; we will provide you with a paper copy of any account statement. You may contact us 1-800-776-2265 during normal business hours to obtain a paper copy of an account statement. Statement Availability Once you are enrolled, your online statements will be available for viewing starting with your next statement cycle.

**WITHDRAWING YOUR CONSENT.** If you consent to receive your statements or notices electronically, but wish to withdraw your consent, you may log into your account and change the status of your statement or notice delivery from electronic to paper. You may withdraw your consent and change how you receive this information at any time. If You Do Not Want Electronic Statements You may choose not to receive statements electronically, in which case, all official statements to be delivered to you will be sent to you in paper form via the United States Postal Service at your address as reflected on our records.

#### **NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES**

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

#### **NOTICE**

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

#### **Time Deposit Early Withdrawal**

\*We will impose an early withdrawal penalty of 90 days of interest for time deposits 1 year or less and 180 days for time deposits greater than 1 year.