

SECURITY FIRST BANK
DEPOSIT ACCOUNT AGREEMENT

This Deposit Account Agreement applies to each deposit account SFB opens for you, with the exception of Individual Retirement Accounts. Please read this Agreement and keep a copy. The words “you” and “your” refer to all persons named on the account application, on the account signature card, on any account checks or cards, or who sign or use any checks or cards on an account. “SFB” refers to Security First Bank. By making a deposit into or otherwise using your account(s), you agree to the terms in this Agreement.

1. INTEREST AND FEES

See the “Truth In Savings” and “Common Features” disclosures for details about interest rates, compounding, and other terms for minimum balance requirements, fees and other terms. They are part of this Agreement. SFB may deduct these fees and charges from your account, even if that causes an overdraft on your account. If your account has a balance of zero at the end of any statement cycle, SFB may close your account.

2. ACCOUNT TITLES

An account may be titled as either Individual or Joint - With Survivorship. Account titles may affect parties' rights on death. ***Individual accounts:*** At death of party, ownership passes as part of the party's estate. ***Individual accounts with POD (Pay on Death) designation:*** At death of party, ownership passes to POD beneficiaries and is not part of the party's estate. ***Joint - With Survivorship:*** At death of party, ownership passes to surviving parties. ***Joint - With Survivorship accounts and POD designation:*** At death of last surviving party, deceased party's ownership passes to POD beneficiaries and is not part of the surviving party's estate. If no POD designation, ownership passes as part of the party's estate. SFB is entitled to determine in which category your account falls for all purposes pertaining to our responsibilities. ***Joint Accounts:*** If an account is titled Joint, SFB may pay any and all of the account to any party at any time. If a party to a Joint account desires to order SFB to change the form of the account or to stop or vary payment under the terms of the account, that order must be signed and in writing and comply with the law. POD beneficiaries are not “parties”. Any such order must be sent to your local branch and SFB must have a reasonable opportunity to react to the order before being bound by it. Unless SFB is required by law to accept such orders, SFB may reject them. If your account is a Joint account, SFB may permit any of you to deposit checks payable to any or all of you, with or without endorsement, withdraw all funds from the account, close the account, and issue or cancel stop payment orders on the account. SFB may also permit any of you to take such actions by signing on behalf of the others and may treat the signature of any of you as the signature of all of you. Any of you may also sign on behalf of the others to establish a joint line of credit covering overdrafts on the account. Any person you add as an additional account owner or authorized signer on such a line of credit will be automatically added as a joint account party on the account. SFB may require actual joint action and signature by all of you in any of these situations. By having a joint account, you each appoint each other as your lawful attorney-in-fact with full power to take the foregoing actions. Each of you shall be fully responsible for any overdrafts on the account regardless of who created the overdraft. You are jointly and severally responsible for all obligations under this Agreement.

3. DEPOSITS

SFB is not responsible for deposits until they are actually received and verified by SFB and SFB issues a receipt. SFB's counts of money deposited shall be conclusive. All deposits, including checks and electronic deposits, are received and credited by SFB provisionally and subject to final payment. SFB reserves the right to reverse all credits and to make corrections and adjustments to your account, including corrections and adjustments for errors that are reflected on deposit tickets or receipts. SFB reserves the right to refuse to accept particular deposits, including items with unclear endorsements. If you do not endorse a deposited item, SFB may supply your endorsement, but SFB is not required to do so, SFB may require your specific endorsement. You agree to reimburse SFB for any loss or expense SFB incurs because you fail to endorse an item exactly as drawn. SFB acts only as your agent in receiving and handling items for deposit or collection and are not responsible for actions of other banks or for the loss or destruction of items in transit. SFB may select the methods used for collection of items, including the use of other banks and clearinghouses, and SFB may agree to vary collection policies, procedures and deadlines with such other banks and clearinghouses. SFB may also convert the checks that you deposit into substitute checks or otherwise collect them electronically. SFB may charge back to your account the amount of any item which is returned unpaid or which is not paid within a reasonable time, or any electronic deposit for which SFB did not receive settlement within a reasonable period of time. You waive notice of dishonor, nonpayment or protest of any such item or deposit and authorize SFB to attempt to reclear the item if SFB wishes, but SFB is not required to do so. You agree to assume responsibility for any loss resulting from endorsing or otherwise marking the back of any deposited item outside of the designated payee endorsement area. SFB is not responsible for delayed or inaccurate chargebacks to your account if your endorsement on a deposited item does not enable SFB to clearly identify the account into which it was deposited.

You may not deposit “substitute checks” (as defined by the federal Check Clearing for the 21st Century Act) unless SFB has otherwise agreed in writing. If a check you deposit is returned to SFB and you request it to be returned to you, SFB may return it to you in the form of a substitute check or a paper or electronic representation of the check. If items are lost in our possession, you agree to use reasonable efforts to obtain replacements. If you deposit an item drawn on a non-US bank or payable in foreign currency, and SFB agrees to collect it, SFB may convert the item to US Dollars using our exchange in effect on the date SFB selects and may charge your account for the amount of any third-party fees SFB is required to pay in connection with such item. You understand that SFB may credit incoming funds transfers based solely on the account number provided to SFB, regardless of whether that number matches the other information provided with the transfer. SFB is authorized, but not obligated, to accept deposits into your account(s) regardless of who SFB receives such deposits from, regardless of who they are made payable to, and regardless of whether they are endorsed on your behalf.

SFB is required to make certain warranties and have certain indemnity and other responsibilities to third parties with respect to deposits made to your account. Claims may be made against SFB by third parties arising out of handling your deposits. Such Warranty Claims include claims that are made after the drawer's midnight deadline, and asserted by electronic, paper or other means. If SFB receives notice of a Warranty Claim, SFB may place a hold on your account for the amount of the claims. If you request SFB to, or if SFB is otherwise required to, dispute or defend against any Warranty Claim, and if SFB agrees to do so, you are responsible for reimbursing our costs and expenses, including reasonable attorneys' fees. SFB may deduct from your account the amount of any Warranty Claim that SFB pays in good faith. SFB may exercise the rights set forth in this paragraph, even if doing so may create an overdraft in your account. If sufficient funds are not available in your account, you agree to reimburse SFB for the amount of such claims. Our rights of deduction and reimbursement are absolute and unconditional, shall survive any termination of our relationship with you, and shall not, for any reason whatsoever, be subject to any reduction, setoff, defense, counterclaim, deferment or right of recoupment. SFB is not required to give you notice prior to exercising our rights under this section. These rights apply to among other things, direct deposit of government benefits, wire transfers into your account, other direct deposits coming from third parties, deposits made after your death, and deposits that are claimed to have been altered, improperly endorsed, miscoded or otherwise in violation of applicable warranties under the Uniform Commercial Code. Your estate, surviving owner or POD is responsible for this claim if you are deceased. If SFB is required to reimburse the government or any other third party for the amount of any benefit payments deposited into your account, you agree that SFB may, without prior notice to you, deduct that amount from your account or from any other account you have with SFB, unless the deduction is prohibited by law.

4. CHECKS AND OTHER TRANSFERS

If your account has check writing privileges, you agree to use SFB's approved forms. SFB may return any other form, any item that does not include your manual or facsimile signature, any item that appears to SFB to be irregular, incomplete, forged or altered, or any item or transfer that SFB otherwise suspects may not be properly payable. If items are presented which appear to be duplicates, SFB may return either or both duplicates. SFB may convert your paper checks into substitute checks for purposes of return. SFB may disregard all conditions, restrictions, legends and other extraneous information present on any check. If any check is presented to SFB more than six months after its date, SFB has the option to either pay or dishonor the check. SFB may impose conditions on persons who request SFB to cash a check drawn on your account. SFB may also refuse to cash the item. SFB may dishonor the check if these conditions are not satisfied. SFB may pay checks, transfers and withdrawals in any order SFB chooses, even if the order SFB chooses causes your account to have insufficient funds to pay other checks, transfers and withdrawals that might have otherwise been paid. SFB will not be liable for honoring drafts, automated clearinghouse transactions and other transfers from your account that purport to have been authorized by you or that SFB otherwise receives in the ordinary course of business. These Incoming Items may include, but are not limited to substitute checks and check images, transactions originated by the use of a debit card, transfers that appear to have been authorized by you, such as a preauthorized electronic funds transfer, a transfer initiated over the Internet or the telephone or a point-of-sale transaction where the merchant has converted your paper check into an electronic transaction, or transfers that a third party may be permitted to initiate under applicable rules, such as a transfer that represents a permitted reversal or reclamation of an earlier transfer, a transfer pertaining to a destroyed or insufficient funds check, a transfer where a payee is permitted to convert your check into an electronic check transaction and transfers pursuant to check truncation programs in which SFB may participate. SFB is not required to inquire into the circumstances under which items were issued, endorsed or negotiated, transfers were authorized, or proceeds will be disposed of. If any item paid on your account gives rise to a claim against a third party, you may request SFB to take reasonable action to enforce against prior parties whatever rights you or SFB may have against such prior parties. If SFB takes such action, you agree to reimburse SFB for our costs and expenses, including reasonable attorneys' fees in doing so. If SFB pays an item which has been transferred or negotiated outside the United States, you will be deemed to make all Uniform Commercial Code presentation and transfer warranties to SFB with respect to that item.

Unless applicable law gives you the right to raise the issue with SFB, if you have a dispute with a third party, you agree to resolve that dispute directly with the third party even though SFB handled the check or other transfer by which the third party was paid. If a claim is made that any item drawn on your account was forged or altered, bore a forged or unauthorized endorsement or was otherwise not properly payable, SFB may deduct and/or withhold the amount from your account until final determination of the claim. You agree that SFB will not be liable for paying items unless SFB could have detected that they were not properly payable through the exercise of ordinary care. You acknowledge and agree that SFB will not be considered to have failed to exercise care because SFB relies upon automated process of items, because SFB did not conduct sight examination of items below a certain threshold amount, because SFB relies upon encoded information on checks or because SFB did not review endorsements on items drawn on your account.

5. LIMITS ON WITHDRAWALS; OVERDRAFTS

If your account is a savings or money market account (MMDA), SFB reserves the right to require at least seven days advance written notice prior to any withdrawal from your account, and it is subject to additional limitations set forth below. If your account is a savings account or a money market deposit account (MMDA), you may make no more than six third party transfers and withdrawals from the account during any calendar month or statement cycle. Third party transfers do not include loan payments to SFB, transfers to your other SFB accounts that you make by mail, ATM or in person, or withdrawals that you make by ATM or in person. Third party transfers include, but are not limited to, checks, preauthorized withdrawals with third parties, or transfers made by phone or online banking. SFB will count transfers in the month in which they are paid. If you exceed the limitations, you will be notified by a letter from SFB. If you receive three notification letters within a rolling calendar year, your account will be closed or reclassified as a checking account.

You agree to maintain a sufficient balance in your account to cover the transactions that you make or authorize. If available funds are not on deposit, we may, without prior notice refuse payment or we may pay the item. We pay overdrafts at our discretion, which means we do not guarantee that we will always authorize and pay any type of transaction. In either case, a fee may be assessed. If we pay an overdraft, you agree to immediately deposit sufficient funds to cover the overdraft and related fee.

6. STOP PAYMENTS ORDERS; POST DATED CHECKS

You may order SFB to stop payment on a check, but SFB must have a reasonable opportunity to act on the order after receiving it. Because SFB relies upon computer systems to implement stop payment orders, your order must provide the exact amount, check number and account number on the item you want to stop. SFB is not responsible for paying items that don't exactly match your stop payment order. Your stop payment order should also identify the payee of the item so SFB can verify SFB is stopping payment on the correct item. A verbal stop payment is only valid for 14 days unless confirmed in writing. A stop payment order is only effective for six months, unless renewed in writing. You understand that SFB may not be able to stop payment on items that you have enabled third parties to create and send to SFB. If you have authorized a third party to initiate recurring deductions from your account, you should order the third party to stop them and agree that SFB is not responsible for those deductions except to the extent required by law. A stop payment order on any check will not preclude a holder-in-due course from making a claim against you. If you issue a postdated check, you must give SFB notice of the postdating in the same manner specified above for stop payment orders; otherwise SFB may pay a postdated check when it is presented.

7. STATEMENTS AND CHECKS

SFB will provide statements reflecting the activity on your account by sending periodic statements to the address you select or by making account information available online. You agree that an authorized signer will also have access to all account information and transaction history. Unless you have agreed to receive notices electronically, any other notices that SFB sends you may be sent to the address designated for your statements. You agree to promptly examine your statements and verify that the Incoming Items identified on your statement were authorized. If you need an image or copy of an Incoming Item to do this, you agree to request one promptly. If unauthorized use of your account occurs if any items deposited into your account are alleged to be forged or altered, or if there is any other discrepancy in your account, you agree to promptly provide such information and documentation as SFB may request to investigate the problem. You agree to cooperate with SFB and appropriate law enforcement authorities in recovering any unauthorized payments, deductions or transfers and in prosecuting the perpetrator. If you do not notify SFB reasonably promptly, you may be precluded from making a claim against SFB based on the error. If more than 30 days pass, you will be precluded from making a claim based on losses caused by the wrongdoer. Unless you give SFB written notice within 60 days after the date of the statement, the statement shall be deemed correct for all purposes and SFB shall not be liable for any errors shown on the statement. No legal proceeding or action may be brought against SFB to recover payment in respect of an error unless you give SFB written notice as provided above, and commence the action or proceeding within one year after the date of the statement on which the error was reflected. You must let SFB know if you do not receive or cannot access your statement. To the extent that SFB is requested or required to be involved in the assertion of such claim, you agree to reimburse our costs and expenses, including reasonable attorneys' fees, in connection with such claim.

Checks and/or check replacement items may not be returned with your statement. Your statement will indicate the number, amount and date of payment of each check or item. Even if you were previously provided with an election as to how checks would be returned to you, SFB will not be considered in default so long as images of such checks are made available to you on request. Copies of checks will be available on request for seven years after SFB receives them, unless applicable law requires that they be kept longer. SFB may dispose of or destroy all checks that are not returned to you.

8. CLOSING ACCOUNTS; DORMANT ACCOUNTS

You may close your account at any time and for any reason after SFB has received final settlement on all items deposited by you. SFB may close your account at any time and for any reason. SFB also reserves the right, in our discretion, to refuse additional deposits and/or to discontinue or limit the practice of allowing checks, transfers or withdrawals. If SFB takes one of these actions, SFB will notify you, if required by law. SFB will not be liable for dishonoring items after notifying you that SFB has taken one of these actions. If your account is closed, SFB may issue a check for the balance in the account. You must pay unpaid fees and charges when your account is closed. If SFB determines that an unauthorized transaction has occurred or been attempted with respect to your account, SFB may close the account, reopen a new account on the same terms, and note the same on our records. After your account is closed, you remain obligated to comply with all terms of this Agreement regarding any occurrence prior to account closure. You agree to reimburse SFB for the amount of all subsequent claims concerning items deposited prior to account closure. If a statement is returned to SFB, and there is no activity by you on your accounts, SFB may consider your account dormant. If your account becomes dormant, SFB may stop sending statements. To the extent permitted by law, SFB may also assess our then current Dormant Account service charge. Current charges are set forth on the "Common Features" disclosure.

9. GARNISHMENT, LEGAL PROCESS, DISPUTES

SFB will not be responsible for complying with any garnishment, levy, subpoena or other judicial, administrative or legal process SFB receives regarding your account, any funds in your account, or any item deposited in your account. SFB may impose a reasonable processing charge in such circumstances. In addition, if the foregoing should occur or if there is any dispute regarding your account, or your instructions to SFB regarding the account, you agree that SFB may place a hold on your account until the situation is resolved to our satisfaction. SFB is not required to determine the merits of any such dispute. In any of the preceding situations, SFB may interplead or take similar action with respect to the funds in dispute and you agree to reimburse our costs and expenses, including reasonable attorney' fees in doing so. In the event a claim on your account is made following your death, SFB may require the claimant to provide the documentation SFB deems necessary. You agree, on behalf of your heirs, successors, representatives and others who may be entitled to assert a claim with respect to this account or your estate, that if SFB pays a claimant that has submitted the documentation SFB requires, SFB shall be deemed released from any and all claims of other claimants with respect to this account or your estate.

10. SFB'S OBLIGATIONS

SFB shall have no liability to you other than liability imposed by statute which cannot be waived and liability for direct damages resulting from our gross negligence or willful misconduct. The Account and any related products or services that SFB provides are provided "as is". SFB disclaims, to the extent permitted by law, all implied warranties, including any warranty of merchantability, fitness for a particular purposes, or noninfringement. SFB is not liable for losses due to interruption of communications, computer facilities, failure of equipment, emergency conditions or other circumstances beyond our control. In no event shall SFB be liable for special, incidental, indirect, consequential or punitive damages, regardless of whether they are foreseeable. The preceding limitations apply to all claims, regardless of whether asserted in contract, tort or otherwise. SFB is not responsible for information contained on the back of checks that you issue or deposit. Your death or legal incompetence does not revoke our authority with regard to items drawn on or deposited to your account until SFB has actual knowledge of the items and a reasonable opportunity to act. You also agree that SFB will not be liable for and you will hold SFB harmless from claims arising out of third-party inquiries about the existence and status of your account or whether any checks drawn on your account will clear. SFB may, but have no obligation to, respond to such third-party inquiries. SFB may refuse to take any action which SFB believes violates applicable laws, rules or regulations.

11. YOUR OBLIGATIONS

You agree to use reasonable care in handling your account, in safekeeping your blank checks, in writing checks and authorizing transfers from your account, and in reviewing your statements. You agree to notify SFB immediately if any of your checks are lost or stolen. If a member of your immediate family uses your account or signs any checks drawn on your account, SFB may consider that action as having been authorized by you. You are responsible for complying with applicable laws, rules and regulations in using your account and in making deposits and transfer; this includes your agreement not to initiate restricted transactions that include, but are not limited to, those in which credit, electronic funds transfers, checks, or draft are knowingly accepted in connection with unlawful internet gambling; or violate other laws. If you receive funds from SFB based on our error or mistake, you agree to immediately notify SFB and return those funds. If you choose to communicate with SFB by e-mail, SFB suggests that you encrypt those communications using a protocol SFB can accommodate. You assume all risks of using unencrypted communications.

You agree to indemnify, defend and hold SFB harmless from and against all third-party claims asserted against SFB that arise out of or are related to our receipt, handling, presentment, payment or return of any item drawn on or deposited in your account SFB, our maintenance of your account, SFB following your requests or instructions, your breach of this Agreement or any other agreement, your acts or omissions.

12. SETOFF

SFB shall have a lien and right of setoff against any funds you have in this account or in any other account which you may have with SFB for purposes of satisfying any liability, indebtedness or obligation you owe to SFB, including overdrafts, and fees and items endorsed by you and you grant SFB a security interest in such funds and in any items in the process of collection to secure payment and performance of all liabilities, indebtedness and obligations that you may owe to SFB. SFB is authorized to exercise against the entire amount of the account whatever setoff or other rights SFB may have with respect to any one of you, regardless of which of you is in default and irrespective of your contributions to the account.

13. ELECTRONIC SECURITY

You are solely responsible for maintaining adequate security and control over your Access IDs, passwords and computer systems. You agree to keep your Access IDs and passwords secret and prevent unauthorized access to your computer systems. You agree to notify SFB immediately if your Access IDs or passwords are lost or stolen or if you believe someone else has discovered your Access IDs or passwords or if you suspect there has been a breach of your computer system. You should change your Access IDs and passwords whenever you believe that security of your Access IDs or passwords has been compromised. SFB also recommends that you regularly change your Access IDs and passwords. SFB is authorized to act on, to release your account information to, and to accept as your authentic instructions, any instructions given to SFB by any person who has entered an Access ID and password assigned to you. If a security breach occurs, unless our internal security is proved to have been breached, there shall be a presumption that your security has been breached. **Online Access:** You agree that any one owner on an account may request SFB to make online banking services available with respect to that account. Once online banking services are available to a person, that person will be able to access all accounts on which that person is an owner.

14. CHANGE IN TERMS

SFB may unilaterally change the terms of this Agreement at any time. This includes modifications, deletions and additions of new provisions, including nonfinancial provisions. If SFB makes changes, SFB will send you a written notice, if required by law. Changes will be automatically effective on the date SFB specifies and without the necessity of any further assent on your part. Unless SFB specifies otherwise, changed terms will apply to the then outstanding balance of your account as well as to future transactions and balances. Each time you use your account, you are confirming your assent to the terms of this Agreement, including all announced changes. Use of your Account is not, however, necessary for a change in terms to be effective. If you disagree with a change, you should close your account. Closed accounts remain subject to this provision.

15. MISCELLANEOUS

This Agreement, your account and the deposits you make will be governed by federal laws and regulations, applicable clearinghouse rules, and such additional rules, regulations and policies, including banking days and cutoff times, as SFB may establish from time to time. The law of the State in which your account was established will apply. Any actions arising out of or related to this Agreement shall be commenced and maintained solely and exclusively in the federal or state courts located in the county and state where your local branch is located. If any provision of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other term of this Agreement. No waiver of the terms of this Agreement by SFB will be effective unless signed by one of our authorized officers. SFB reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any such waiver will not affect our right to enforce any of our rights with respect to our other customers, or to enforce any of our rights with respect to later transactions with you, and is not sufficient to modify the terms and conditions of this Agreement on a going-forward basis. You agree to promptly and directly notify SFB of any change in address. If a statement is returned to SFB and there is still activity by you on your account, SFB may stop sending statements to that address. SFB may accept requests to make changes to your account without requiring your signature or a written confirmation. Your account is not transferable except in the books of SFB. As used in this Agreement, the term "including" means "including, but not limited to". SFB is entitled to use such agents, contractors, service providers, networks and other third parties as SFB may deem appropriate in maintaining your account and processing transactions in connection on your account. You agree not to pledge or grant a security interest in your account without our consent. If SFB consents, our setoff and security interest rights will have priority over the rights of any third party unless SFB expressly agrees otherwise in writing executed by an authorized officer. SFB may contact any source necessary and may obtain credit reports in connection with opening, maintaining and servicing your accounts. SFB may monitor or record any telephone calls or other communications between you and SFB. SFB may maintain a copy of this Agreement and any other documentation related to your account in electronic form and SFB may destroy the originals. A copy produced from such electronic form or by any other reliable means shall in all respects be considered equivalent to an original and you waive any objection to our use of such copies. This Agreement supersedes any previous terms and conditions applicable to your SFB account. Notices to SFB shall not be considered effective until they are actually received by an employee with responsibility to act on the notice. SFB shall be afforded a reasonable opportunity to act on all notices.

Before SFB brings a Claim against you, SFB must notify you in writing of our Claim, including the amount of the Claim. Before you bring a Claim against SFB, you must notify SFB in writing of your Claim, including the amount of the Claim. If SFB has a Claim based on a payment obligation that you may have to SFB, our notice requirement will be considered satisfied by sending you a statement within the time required by applicable law and regulation, and you will be afforded the period of time allowed by this Agreement and applicable law to make the payment before SFB commences court proceedings or arbitration. If no period of time is specifically allowed by this Agreement, you shall have 30 days to make the payment. If you have a Claim based on something SFB or Our Related Parties may have done or failed to do, you agree to provide your notice to SFB within 90 days after the time you could have first learned what SFB or Our Related Parties did or failed to do, and SFB will be afforded a reasonable period of time not less than 30 days to take corrective action before you commence court proceedings or arbitration.