

**PRINCIPAL BANK CONTACT INFORMATION**

**Address** – P.O. Box 9351, Des Moines, IA 50306-9351

**Website** – [www.principalbank.com](http://www.principalbank.com)

**Email** – [principalbank@principal.com](mailto:principalbank@principal.com)

**Business Days** – Monday through Friday excluding Federal Holidays

**Customer Center Phone Number** – 1-800-672-3343, option 1, extension 49719

**Customer Center Hours** – 7:00 A.M. – 7:00 P.M. CDT

**AGREEMENT** – This business account agreement, along with any other documents we give you pertaining to your account, is a contract that establishes rules that control your account with us. If you execute the Signature Card to open an account, or continue to have your account with us, you agree to these rules. Information about qualifying balances is included later in this agreement. The following documents and/or information are provided separately:

- Schedule of Fees
- Deposit Rates

The most current version of these documents/information at any particular time is automatically incorporated by reference into this agreement.

This agreement is subject to applicable federal laws and the laws of the State of Iowa (except to the extent that this agreement can and does vary from 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 that the law does not regulate;
- (3) establish rules for certain transactions or events that 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.

In the event that any provision of this document 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 for it to be valid and enforceable by you.

As used in this document the words “we,” “our,” “us”, and “Bank” mean Principal Bank and the words “you,” and “your” mean the account owner or owners. Anyone else with the authority to deposit, withdraw, or exercise control over the funds in your account on your behalf shall be bound by this agreement, and you agree to make sure that any such person is aware of this and will comply with this agreement. The headings in this document 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 document should be construed so the singular includes the plural and the plural includes the singular.

Upon opening your account, you will designate, on the Signature Card or in another writing in a form satisfactory to us, the person or persons whom you authorize to transact business with respect to your account (your “Authorized Representatives”). We will honor such designations until we actually receive a written notice changing such designations.

You authorize us to rely on all such designations or notices changing your designations and acknowledge that we do not have an obligation to verify such individuals’ ongoing status with you. You accept responsibility for all acts and, where applicable, failures to act, of your Authorized Representatives. We may require your board of directors (or other governing body, as applicable) to give us a specific designation of your Authorized Representatives in the form of special authorizing resolutions or other company documents.

You agree to provide new company documents or resolutions whenever they change, and you agree that we are not liable for reliance on outdated documents if you fail to provide new documents. You agree to notify us when you change your Authorized Representatives and agree to execute a new Signature Card, and you agree that we are not liable for reliance on outdated Signature Cards if you fail to provide new Signature Cards.

If you utilize our Internet banking services, you will be required to execute an Online Banking Enrollment/Agreement and designate a Company System Administrator (a “CSA”). Your CSA may, in turn, designate company users, who you authorize to use certain Internet banking services on your behalf. You authorize us to rely on all such designations and acknowledge that we do not have an obligation to verify such individuals’ ongoing status with you. You accept responsibility for all acts and, where applicable, failures to act, of your CSA and company users.

Any separate agreements that you enter into with us regarding your account must be signed by individuals authorized in

your company documents and will be deemed incorporated by reference into this agreement.

**UNCLAIMED PROPERTY NOTICE** – You understand that your property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.

**COMPENSATION DISCLOSURE** – We, or other companies with which we are affiliated, may pay compensation, directly or indirectly, to intermediaries or marketing personnel, including brokers, agents, advisors, or other financial professionals, for the sale or referral of our products and services.

**LIABILITY** – You agree to comply with the terms and conditions set forth in this agreement and to pay the fees and charges we establish from time to time with respect to your account and the services we provide to you. You authorize us to deduct all applicable fees and charges directly from your account balance as accrued. You will pay any additional reasonable charges for services you request that are not covered by this agreement.

You agree that we will not have any liability when providing information regarding your account to any individual reasonably believed by us to be your Authorized Representative or for following the instructions of any individual reasonably believed by us to be your Authorized Representative with respect to your account, whether such instructions are provided in writing, by telephone or the Internet or by any other means and whether such instructions are with respect to deposits, withdrawals, transfers, bill pays, wires or any other transactions.

You also agree to be liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to your account. (In Louisiana, this liability is referred to as "in solido".) This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. 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. This includes liability for our costs to collect the deficit including, to the extent permitted by law, our reasonable attorneys' fees.

We do not accept third party checks. If you deposit a third party check, you will be liable for any costs associated with our collection of the item.

IN NO EVENT SHALL WE, OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE USE, MAINTENANCE OR SERVICING OF YOUR ACCOUNT, THE USE OF ANY SERVICE, OR OUR GOOD FAITH ATTEMPT TO VERIFY YOUR IDENTITY OR THE IDENTITY OF YOUR AUTHORIZED REPRESENTATIVES.

Without limiting the generality of the foregoing provisions, we shall be excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, natural disaster, emergency conditions or other circumstances beyond our control.

#### **WHEN YOU OPEN YOUR ACCOUNT –**

**Identification Requirements** – 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. Therefore, prior to opening an account, we may require documentation showing proof of your existence or the existence of your principals and proof of identification and authorization of Authorized Representatives, including evidence of the right to use a fictitious business name, and information regarding each Authorized Representative, including a Social Security Number or Taxpayer Identification Number. We may refuse to open, and we may close, any account for which you do not provide us with acceptable business documentation and/or Taxpayer Identification Numbers for any Authorized Representatives.

**Account Verification** – We may make any inquiries that we consider appropriate to determine if we should open and maintain your account. This may include obtaining information from financial institutions or other third parties about your bank accounts or a credit report on you and/or any Authorized Representatives on the account. You authorize us to make any inquiries that we consider appropriate to determine if we should open, maintain or close your account. Upon request, you agree to provide additional information about how you will use your account as well as updated business and financial information from time to time. If we decline to open an account or provide any services based on information we receive, we will provide you with the name and address of the company that provided the information.

**DEPOSITS** – We will give only provisional credit until collection is final for any non-cash items 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 endorsement or lack of endorsement 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. Actual credit for deposits of, or payable in, foreign currency will be in U.S. dollars at the exchange rate in effect on final collection. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day, or received on a day we are not open for business, as if initiated on the next following business day. See the *Funds Availability Policy* disclosure provided later in this agreement for more information on cutoff times. At our option, we may take an item for collection rather than for deposit. If we accept a third party check for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence, as possible.

If you do not purchase your deposit tickets from us, you must be certain that we approve the deposit tickets you purchase. We may refuse any deposit that you attempt on deposit tickets not approved by us or by any method we do not specifically permit.

**RETURNED ITEMS** – If any check in the amount of \$500 or less that was deposited into your account is returned by another bank for whatever reason, it will automatically be presented a second time and the appropriate fees will be assessed. If the check is returned against your account after the second presentment, the check will be charged back to your account and the appropriate fees will be assessed. Any returned check in the amount of more than \$500 will be charged back against your account immediately after it is returned to us the first time and the appropriate fees will be assessed to your account. We will mail the returned checks to you on the day we charge them back to your account.

If you desire to set up return item processing instructions with us that are different from the rules set forth in this agreement, you may make such request in writing. If we approve of your proposed instructions, we may assess special handling fees.

#### **WITHDRAWALS –**

**Generally** – Unless clearly indicated otherwise on our account records, you or any of your Authorized Representatives may withdraw or transfer all or any part of your account balance at any time. Each of your Authorized Representatives may endorse any item payable to you or your order for deposit to your account or any other transaction with us.

**Postdated checks** – A postdated check is one that 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.

**Checks and withdrawal rules** – If you do not purchase your checks from us, you must be certain that we approve the checks you purchase. We may refuse any withdrawal or transfer request that you attempt on checks not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request that is greater in number than the frequency permitted, or that is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is recorded by us (as opposed to the date you initiate it) to apply the frequency limitations. Limitations on the size or frequency of withdrawals are disclosed elsewhere in this agreement. See the *Funds Availability Policy* disclosure provided later in this agreement for information about when you can withdraw funds on deposit. For those accounts for which our *Funds Availability Policy* disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

**Waivers** – Even if we honor a nonconforming request for withdrawal in a particular instance, we are not required to honor any future nonconforming requests. We may treat continued abuse of the stated limitations (if any) as your act of closing the account, or we may at our option reclassify your account to a transaction account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification. The fact that we may, in a particular instance, honor withdrawal requests that overdraw the account balance does not obligate us to honor any such withdrawal requests in the future.

**Notice of withdrawal** – We may require not less than seven days' notice in writing before each withdrawal from an interest-bearing account (other than a certificate of deposit). At the present time, we do not require this notice. If we do require this notice at some time in the future, we will apply that requirement to all applicable accounts. Withdrawals from a certificate of deposit before maturity are restricted and may be subject to penalty as stated later in this agreement.

**Clearing policy** – Each business day your account has transaction activity presented to the Bank, we record credits (deposits) in your account before consideration of debits (withdrawals). Next, we record certain debit transactions such as transactions made with your debit or Automated Teller Machine (ATM) card where available (at an ATM or through point-of-sale at a merchant), as well as returned deposits. Finally, we record automated payments, such as ACH debits and billpay debits, and then we record presented checks in check number order, smallest check number to largest check number. If your account does not have sufficient funds for all of the checks presented, we may return checks to the check payee, following the aforementioned policy of paying checks in check number order. The Bank retains absolute discretion in the payment and/or payment order of checks, and Bank policies may change without notice to you.

**ASSIGNMENT** – You may not assign this agreement to any other party. We may assign this agreement to any future, directly or indirectly, affiliated company. We may also assign this agreement to third parties or delegate certain of our rights and responsibilities under this agreement to independent contractors or other third parties.

**RESERVATION OF RIGHTS** – We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of the Bank in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights and remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. We reserve the right to close any account at any time without prior notice and with or without cause. We reserve the right to refuse to open any account or provide any service and also the right to change or discontinue the terms of any account after opening.

#### **INACTIVE ACCOUNTS –**

- (1) We will disable Internet access to your account if your Internet access has not been used for a period of six months. Once your Internet account has been deactivated for 30 or more days, the transactions on the account viewable over the Internet are deleted and cannot be retrieved. Transactions for reactivated accounts can be seen from the time of reactivation going forward. If your Internet access has been disabled and you wish to reinstate this service, you may do so by mailing a written request to us or contacting us directly at 1.800.672.3343, option 1, extension 49719.
- (2) We may close your account if the account has an average balance of less than \$5 for at least six consecutive months and there has been no activity in the account during that period. The balance in the account will not be

returned to you.

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code in the State of Iowa. If you originate a fund transfer for which Fedwire 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 financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by National Automated Clearing House Association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit. However, we will continue to notify you of the receipt of payments on your periodic statement.

You may be required to sign a separate Wire Agreement and/or a separate ACH Agreement if you wish to originate these types of transactions.

**RESTRICTED TRANSACTIONS** – We are obligated to comply with the Unlawful Internet Gambling Enforcement Act of 2006, which prohibits proceeds of illegal Internet gambling from being processed through commercial deposit accounts, or via wire transfer, ACH, or other funds transmission. You agree that such transactions will not be conducted through your account, and that you will notify the Bank should your account be used for Internet gambling of any kind. Note that should we discover your account is being used for such restricted transactions, we may terminate your access to certain payment systems and/or close your account.

**“MECHANIZED” AND FACSIMILE CHECK SIGNATURES** – If you use a procedure or mechanism that causes checks to be drawn on your account with a typed signature, facsimile signature, notation, mark, or other form of mechanical symbol (collectively, a “Mark”) that is not a signature that is on the Signature Card that you signed when you opened your account, you are adopting the Mark as your signature and authorizing us to pay checks on which the Mark appears or purports to appear. You should understand, however, that it is easier for someone to imitate, duplicate, or counterfeit a form of mechanical signature than it is for someone to imitate, duplicate, or counterfeit a unique and distinctive signature. For this reason, by adopting a form of Mark, you are assuming all risk of loss resulting from the explicitly authorizing us to pay any and all checks presented against your account that contain any mechanical signature that reasonably resembles the form you have adopted regardless of:

- Whether the Mark is actually that which you have adopted
- How or by whom the Mark was affixed, and
- Whether the check that bears or purports to bear the Mark was, in fact, authorized by you.

You agree to indemnify and hold us and our correspondent banks harmless against any and all losses, damages, claims, liability, costs, and expenses that we or they may suffer arising directly or indirectly out of the misuse, unlawful, or unauthorized use of a facsimile signature by any person, including but not limited to the payment of all checks, drafts, or other orders bearing, or purporting to bear, your authorized facsimile signature, even if the facsimile signature was affixed by copying or otherwise counterfeiting the facsimile signature.

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other items.

**BUSINESS RESTRICTIONS** – If you indicate on your Signature Card, other account opening documents or separate written notice that more than one signature is required for withdrawal, that certain Authorized Representatives have check writing dollar limits, that you have any other limitations regarding payment methods or other matters concerning the use of or access to your account, any such indication is for your own internal procedures. It is not binding on us. We may pay out funds from your account if the check, item, or other withdrawal instruction is signed by any one of your Authorized Representatives, properly authenticated through our Customer Center, or entered through Online Banking by your CSA or other company users. We have no liability to you if we do this.

**REMOTELY CREATED CHECKS** – We may, at our sole discretion, accept or refuse to accept for deposit to your account remotely created checks. Any remotely created checks you seek to deposit must contain your customer’s bank account number, your customer’s printed or typewritten name, and such other features, including any size or check processing requirements, as we designate from time to time. With respect to each remotely created check you deposit, you represent to us that your customer has authorized the creation of such remotely created check and that you are entitled to enforce such remotely created check. At any time, should you deposit or wish to deposit remotely created checks, we may require that you execute additional agreement(s) and that you establish a reserve account, pledged to us, that would serve as a fund to accept chargebacks of remotely created checks. Any reserve account would be required to be maintained for the length of the applicable statute of limitation. We may immediately terminate or limit our acceptance of remotely created checks at any time. You agree to indemnify and hold us harmless against any and all claims, demands, losses, damages, liability, costs, and expenses that we may incur arising directly or indirectly from your deposit of remotely created checks.

**ACCOUNT EARNINGS** – Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise prohibited by law or our policy.

**STOP PAYMENTS** – Unless otherwise provided, the rules in this section cover stopping payment of items such as checks, drafts, ACH and electronic bill payments. We may accept an order to stop payment on any item from any of your Authorized Representatives, regardless of which Authorized Representative signed the item. Except as set forth in this section, 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 of 6:00 P.M. Central Time on any business day. Because these orders are handled by computers, your stop payment order must precisely identify the number, date, and amount of the item, and the payee. Generally, your stop payment order is effective for six months when placed by phone or online. Your order will lapse after that time if you do not renew it before the end of the six-month period. We are not obligated to notify you when a stop payment order expires. A release of the stop payment request may be made by any Authorized Representative by phone, or by any company user given such rights by your CSA online. 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.

**ENDORSEMENTS OR NOTATIONS ON ITEMS** – All items presented for deposit should be properly endorsed. If not endorsed, we are authorized to endorse them for you or collect them for you without your endorsement. There may be, however, some instances in which we may require your endorsement before accepting an item for deposit or encashment.

We may accept or pay items bearing restrictive endorsements or other notations, whether on the front or the back of the item. Examples of restrictive legends are "must be presented within 90 days" or "not valid for more than \$1,000,000." You agree that such restrictive endorsements and other notations shall have no effect on us. You agree to indemnify, defend, and hold us harmless from any and all costs, actions, damages, claims, and demands related to or arising out of our acceptance or payment of such items.

We reserve the right to refuse to cash or accept for deposit items which bear more than one endorsement or the endorsements of payees who are unknown to us. If you wish to deposit or cash an item that has been previously endorsed by a payee who is not known to us, we reserve the right to require (1) that all endorser be present before we accept an item, or (2) that all endorsements be guaranteed by a financial institution.

**AMENDMENTS AND TERMINATION** – We may change any term of this agreement at our discretion. We will give you reasonable notice of amendments in writing or by another allowable method, when required by law. We may also close your account (other than certificates of deposit) at any time upon reasonable notice to you and, except as described below, tender the account balance personally or by mail. If we close your account, any applicable fees as noted on the Schedule of Fees may apply. Items presented for payment after the account is closed may be dishonored. 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. You will also be responsible for any applicable fees as noted on the Schedule of Fees, such as a cashier's check fee. If you close your account before all current fees have been covered, we reserve the right to forward the balance to you less an amount approximately equal to the average of the prior three months fees. You retain responsibility for all fees incurred while the account was open, and we will forward any remaining balance after all fees have been covered.

Reasonable notice depends on the circumstances, and in some cases 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. You agree to keep us informed of your current address at all times. Notice from us to any of your Authorized Representatives is notice to you, except when we are required by law to send notice to each Authorized Representative. Your account will remain in full force and effect until we receive written notice of change or cancellation from you. However, we may close your account if the average account balance has been less than \$5 for at least six consecutive months and there has been no activity in the account during that period. The balance in the account will not be returned to you.

**SURVIVAL** – Your liability for any account shortages, your obligation to pay all fees and charges incurred, and your indemnification obligations under this agreement, as well as our right of offset and our limitations on liability shall survive any termination of our account relationship with you.

**STATEMENTS** – You must examine your statement of account with "reasonable promptness". If you discover (or reasonably should have discovered) any unauthorized transactions, you must promptly notify us of the unauthorized transaction. As between you and us, if you fail to do either of these duties, you will have to either bear the loss entirely yourself or share the loss with us (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 30 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, alternations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available to you, 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.

**ACCOUNT ASSIGNMENT** – No account may be assigned or transferred to a different account owner without our prior written consent.

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in your account that should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from your 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 legal remedy to recover the amount of our liability.

**RIGHT OF OFFSET AND SECURITY INTEREST** – We may (without prior notice and when permitted by law) offset the funds in your account against any due and payable debt you owe us now or in the future. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we offset, including any balance the due date for which we properly accelerate under the note.

We may debit funds held in joint accounts for debts for which any account owner is liable. If we debit funds from a time deposit account, the funds withdrawn are subject to an early withdrawal penalty.

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

Note: Except where prohibited by law, we may debit any of your or your partner’s personal accounts if your business is a sole proprietorship or partnership.

In addition, you grant us a security interest in all of your deposit accounts to secure any obligation you owe to us.

**ACCOUNT RECLASSIFICATION** – We may from time to time choose to reclassify your account for internal banking purposes. This change would be strictly for internal bank purposes and would not affect the operation of your account in any way. Your periodic account statement will not be affected. This change would allow us to modify our reserve requirements under Regulation D through the use of subaccounts and internal transfers between these accounts. The maintenance of the sub-accounts is for the purpose of improving our efficiency and will have no effect on your account and your ability to use it. We will maintain separate information on each sub-account for regulatory reporting purposes, but all information reported to you will be consolidated. The reclassification of your account would be at our sole discretion.

We may also from time to time choose to reclassify your account where permitted by law, as stated elsewhere in this agreement.

**CONFLICTING DEMANDS** – In case of conflicting certifications or demands, a dispute about ownership of your account, ownership of any funds in your account, or any account owner’s authority or capacity to act on your account, we may refuse to honor any request or order concerning your account or any check drawn on your account until we receive (1) joint instructions regarding the account, or (2) a court order. At our sole discretion, we may require the signatures of all account owners and/or all Authorized Representatives to comply with a specific request or for the withdrawal of funds and/or closing of the account. In such event, we may also refuse to honor any further transactions and may return checks and other items. We reserve the right to interplead or deposit with the courts any disputed funds.

**LEGAL PROCESSES** – If we are served with any legal processes (subpoena, restraining order, levy, search warrant, writ of attachment or execution, or similar order) that we believe to be valid and that we believe applies to your account or relationship with us, even if we are not a party, we may comply with such legal process.

Unless prohibited by law, we may charge you a fee for each legal process. On subpoenas or other requests for information, unless prohibited by law, if we are not fully reimbursed for research and other handling costs by the party who served the process, we may charge those costs to your account. You agree to indemnify, defend, and hold us harmless from any and all actions, claims, liability, losses, costs, and damages associated with our compliance with any legal process that we believe to be valid. Accounts opened with trust or fiduciary designations, in particular, may be subject to legal process.

Legal processes must be served before our cut-off hour of 10 A.M. Central Time to be effective against checks posted, but not yet paid.

**ACCOUNT ACCESS – ONLINE IDENTIFICATION AND PASSWORDS** – By signing your Signature Card you agree to monitor and safeguard your account’s Company ID, User/Login IDs and Passwords, including those of your CSA and any company users designated by your CSA. You are responsible for the distribution and security of your User IDs and Passwords. If you think any of your User IDs and Passwords have been compromised you must report it to us immediately. We will not be liable for any losses you suffer as a result of the mishandling or misuse of your User IDs and Passwords. As noted earlier, you will be required to execute an Online Banking Enrollment/Agreement to have online access to your accounts with us.

**SECURITY** – Notwithstanding our efforts to insure that our Internet banking services are secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all Internet data transfers, or emails transmitted to and from us, will not be monitored or read by others.

**CUSTOMER CENTER AUTHORIZATION** – When calling us for account information your Authorized Representatives will be asked several pieces of information. This is done to safeguard your customer information. If for any reason the banker does not feel comfortable with the answers given, the banker will not divulge any account information and will suggest another Authorized Representative on the account call back.

**OUR RELATIONSHIP** – Unless we agree otherwise in writing, our relationship with you shall be one of debtor and creditor; no fiduciary, quasi-fiduciary, or other special relationship exists between us.

**PAYMENT AND TRANSFER SERVICES** – For certain accounts, we may provide the ability to use various payment and transfer services, including Wires, ACH, Principal Bank BillPay, or Principal Bank Transfer Accounts. Additional agreements are required for wires and ACH, and these agreements provide more information about these services. Principal Bank BillPay can be used with certain accounts to make payments to third parties, while Principal Bank Transfer Accounts can be used to transfer funds from your account with us to another Principal Bank account not owned by you. These two services are discussed further below.

**PRINCIPAL BANK BILLPAY AND TRANSFER ACCOUNT SERVICES** – In this section, these services are collectively referred to as the “Services” unless they are individually identified. Each may also be referred to as a “Service.” Transactions using Principal Bank BillPay may be referred to as “bill payments” and transactions using Principal Bank Transfer Accounts may be referred to as “deposit only transfers.” Either of these may also be referred to simply as “transactions.”

We will use our best efforts to process all your transactions properly and timely. However, notwithstanding anything contained in this agreement to the contrary, we shall incur no liability if we are unable to complete any transactions you initiate through us because of the existence of one or more of the following circumstances:

- (1) If, through no fault of ours, your account does not contain sufficient funds to complete the transaction plus any applicable fees. For bill payments and deposit only transfers, any of your accounts designated by you to cover checking account overdrafts are considered when determining whether the account balance is sufficient.
- (2) You request a bill payment in an amount over the maximum allowed (\$99,999.99).
- (3) The applicable Service is not working properly and you know or have been advised by us about the malfunction before you execute the transaction.
- (4) You have not provided us with your correct account information or any of the required information for any party to whom you wish to direct a bill payment or deposit only transfer or from whom you wish to receive electronic bills. Such required information could include name, address, phone number, account number, or other account information. Correct and complete information is necessary in order for us to properly process your transaction in accordance with our established procedures and/or system requirements.
- (5) Circumstances beyond our control, such as, but not limited to, fire, flood, or interference from an outside source, prevent the proper execution of the transaction and we have taken reasonable precautions to avoid these circumstances.
- (6) The recipient’s account number for a deposit only transfer has not been Internet-enabled by the account owner.

As noted earlier in the *Inactive Accounts* section of this agreement, we will disable Internet access to your account if your Internet access has not been used for a period of six months. This will also disable your access to the Services.

If we cause an incorrect amount of money to be removed from your account during a transaction, or cause money from your account to be directed to a person or entity that does not comply with your payment instructions, and none of the above exceptions apply, we shall be responsible for returning the improperly transferred funds to your account. This liability is subject to your duty to notify us within 60 days from when your periodic statement is made available to you.

THE FOREGOING SHALL CONSTITUTE OUR ENTIRE LIABILITY AND YOUR EXCLUSIVE REMEDY WITH RESPECT TO THE SERVICES. EXCEPT AS DESCRIBED IN THIS AGREEMENT, IN NO EVENT SHALL WE, OR ANY OF OUR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR AFFILIATES, BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR USE OF OR INABILITY TO USE THE SERVICES; ANY INACCURACY OF ANY INFORMATION OR AMOUNTS RETRIEVED BY US FROM THE ACCOUNTS; ANY BREACH OF SECURITY CAUSED BY A THIRD PARTY; OUR DEBIT AND/OR CREDIT OR INABILITY TO DEBIT AND/OR CREDIT THE ACCOUNTS IN ACCORDANCE WITH YOUR TRANSACTION REQUESTS; ANY CHARGES IMPOSED BY ANY OTHER FINANCIAL INSTITUTION OR LIMITS IMPOSED BY ANY OTHER FINANCIAL INSTITUTION; ANY LOSS OF, UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; OR FOR THE COST OF PROCUREMENT OF SUBSTITUTED GOODS OR SERVICES.

You agree that you will not use the Services in any manner that is not permitted by the terms of this agreement or by any applicable law or regulation. You further agree that you will not use the Services in any manner that could damage, disable, burden or impair the Services or interfere with any other party’s use and enjoyment of the Services.

You understand and expressly agree that use of the Services is at your sole risk, that any material and/or data downloaded or otherwise obtained through use of the Services is done at your own discretion and risk, and that you will be solely responsible for any damages, including, without limitation, damage to your computer system or loss of data that results from the download or the obtaining of such material and/or data.

Except as expressly set forth in this agreement, we disclaim all warranties of any kind, express or implied, including, without limitation, any warranty of merchantability, fitness for a particular purpose or non-infringement of intellectual property or third party rights, and we make no warranty or representation regarding the results that may be obtained from the use of the Services, the accuracy or reliability of any information obtained through the Services, the accuracy

of any information retrieved by us from the accounts or that the Services will meet your requirements, be uninterrupted, timely, secure or error free.

**Indemnification** – You agree to indemnify and hold Principal Bank, our officers, directors, employees, agents, and affiliates harmless from any and all third party claims, liability, damages and/or costs (including but not limited to attorney fees) arising from your use of the Services, our reliance on the information, request and/or authorization provided by you under or pursuant to this agreement, your violation of the terms hereof or your infringement, or the infringement by any other user of your accounts, of any intellectual property or other rights of any person or entity.

**Charges and Fees** – Please refer to the Schedule of Fees provided separately.

**Insufficient Funds** – An overdraft fee may be assessed on your account if an overdraft is created by a bill payment or deposit only transfer. Alternately, if we choose to return a transaction that created an overdraft, you may instead be charged a nonsufficient funds (NSF) fee. Both of these fees are disclosed on the Schedule of Fees.

**Taxes or Court-Ordered Payments** – Payment of taxes or any court-ordered payment through Principal Bank BillPay are permitted. However, such payments are discouraged and if you schedule them you do so at your own risk. In no event shall we be liable for any claims or damages resulting from your scheduling these types of payments. We may not be able to assist you in researching or resolving any claim resulting from this type of payment. Neither the payment of taxes nor the making of court-ordered payments through Principal Bank Transfer Accounts is permitted.

**Merchant or Payee Limitation** – We reserve the right to refuse to pay any person or entity to whom you may direct a payment or deposit only transfer if we are prohibited from doing so by law or if we believe that the transaction is fraudulent. Where permitted by law, we are obligated to notify you promptly if we decide to refuse to pay a person or entity designated by you.

**Alterations and Amendments** – We may change the features and any applicable fees and service charges of the Services from time to time. To the extent required by law, we will send a written notice of changes. Any use of a Service after a change takes effect will constitute your agreement to the change. Changes with no adverse customer impact may be implemented without notice to you. We may also suspend or terminate your ability to use one or more of the Services in accordance with other provisions of this agreement.

**User Confidentiality** – We will attribute to you, and you agree that we have right to attribute to you, all bill payments or deposit only transfers initiated with your Login ID and Password or any of the IDs and passwords used by the company users designated by your Company System Administrator.

**Information Authorization** – You agree that we have the right to obtain your financial information from a merchant or financial institution, as well as share your financial information with a merchant or financial institution in order to attempt to resolve any issues or questions concerning your transaction requests.

**Disputes and Conflicts** – When you enroll in Principal Bank BillPay, you will be asked to accept a set of terms and conditions that govern that Service. Nothing in that terms and conditions document will alter the respective rights, remedies, or obligations of you or us as they are set forth in this agreement. You agree that this agreement is the complete and exclusive agreement between you and the Bank, which supersedes any proposal or prior agreement, oral or written, or any other communications between you and the Bank relating to the subject matter of this agreement. If there is a dispute regarding Principal Bank BillPay, you agree to resolve the dispute by looking to this agreement. If there is a conflict between what one of our employees says and the terms of this agreement, the terms of this agreement shall control.

**Principal Bank BillPay Payment Instructions** – By providing us with the names and account information of those persons and entities to whom you wish to direct payment, you authorize us to follow the payment instructions that are entered through the Service. When we act on a payment instruction, you authorize us to charge your account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the scheduled payment date designated by you. While we anticipate that we will complete most transactions on the day you designate, it is possible that, due to circumstances beyond our control, particularly delays in handling and posting payments at the merchant or financial institution, some transactions may take longer.

**Principal Bank Transfer Accounts** – In order for another person or entity's Principal Bank account to be eligible to be set up as one of your Transfer Accounts, the account:

- (1) Must be Internet-enabled by the account owner, and
- (2) Must be a transaction account but not a Principal Bank Health Savings account.

You understand that you must know the account number to set up the Transfer Account, and we will not provide this information to you under any circumstance. You further understand that when you complete a deposit only transfer to a Transfer Account, the recipient's bank statement may include your account number in the transaction detail to help describe the transaction to the recipient.

## **FUNDS AVAILABILITY – YOUR ABILITY TO WITHDRAW FUNDS**

This policy statement applies to all deposit transaction accounts.

Except as described below, our policy for business accounts is to make funds from your cash and check deposits available to you based on our commercial account availability schedule. 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. Except for deposits made pursuant to your night deposit agreement, if you make a deposit before 4:00 P.M. Central Time on a business day, we will consider that day to be the day of your deposit. If you make a deposit after 4:00 P.M. Central Time, or on a non-business day, we will consider the deposit made on the next business day.

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 is 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. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the expiration of the time periods that are described elsewhere in this agreement for the type of check that you deposited.

### **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 \$200 of your deposits, however, may 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 \$5,000 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, also apply during the first 30 days your account is open. External 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 \$5,000 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 \$5,000 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 \$5,000 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 10<sup>th</sup> business day after the day of your deposit.

A commercial funds availability schedule is available upon request.

### **ACCOUNT-SPECIFIC INFORMATION**

#### **Basic Business Checking Account**

Rate Information – For partnerships, limited liability corporations or corporations, you may not earn interest on this account.

Balance Requirements – You must deposit at least \$100.00 to open this account.

Transaction Limitations – The monthly fee includes 25 transactions per month, excluding debit card transactions. An additional per item fee will be charged for transactions in excess of 25 transactions each month.

#### **Business Interest Checking**

**Product not available after November 30, 2010.**

Eligibility – This account is only available to organizations eligible for a NOW account per 12 CFR 204.130, such as

non-profit organizations or sole proprietorships.

**Rate Information** – This is a tiered rate account, which means the rate to be applied on a given day will depend on your balance in the account for that day. We may change the interest rate and annual percentage yield on this account at any time without any limitations and without notice. The current rates are disclosed to you on a separate document. For sole proprietorships or nonprofits, any earnings in the form of interest will be paid only on collected funds, unless otherwise prohibited by law or our policy.

**Balance Requirements** – You must deposit at least \$100.00 to open this account. A monthly maintenance fee will be imposed every statement cycle when a monthly average balance of \$500.00 is not maintained.

**Transaction Limitations** – There are no transaction limitations related to this account.

### **Business Savings Account**

**Product not available after November 30, 2010.**

**Rate Information** – We may change the interest rate and annual percentage yield on this account at any time without any limitations and without notice. The current rates are disclosed to you on a separate document.

**Balance Requirements** – You must deposit at least \$100.00 to open this account. A monthly maintenance fee will be imposed every calendar month when a monthly average balance of \$1,000.00 is not maintained.

**Transaction Limitations** – Transfers from this account to another account of yours by preauthorized, automatic, telephone, or Internet initiated transfer are limited to six per calendar month. Preauthorized payments to third parties are permitted and are counted toward the limit of six. No transfers by check, draft, debit card, or other means to third parties are permitted from this type of account. For each transaction exceeding the limitations above, we may assess an excess transaction fee. If you repeatedly exceed the transaction limitations outlined above, we may convert your account to a transaction (checking) account. Depending upon the nature of your business, there may be restrictions upon your ability to earn interest on a checking account.

### **Business Advantage Savings**

**Rate Information** – This is a tiered rate account, which means the rate to be applied on a given day will depend on your balance in the account for that day. We may change the interest rate and annual percentage yield on this account at any time and without any limitations and without notice. The current rates are disclosed on a separate document.

**Balance Requirements** – You must deposit at least \$25,000.00 to open this account. A monthly maintenance fee will be imposed every calendar month when a monthly average balance of \$25,000.00 is not maintained.

**Transaction Limitations** – Transfers from this account to another account of yours by preauthorized, automatic, telephone or Internet initiated transfer are limited to three per calendar month. Preauthorized payments to third parties are permitted and are counted toward the limit of three. No transfers by check, draft, debit card, or other means to third parties are permitted from this type of account. For each transaction exceeding the limitation above, we may assess an excessive transaction fee.

**Other Information** – You will receive quarterly account statements.

### **Business Money Market Account**

**Rate Information** – This is a tiered rate account, which means the rate to be applied on a given day will depend on your balance in the account for that day. We may change the interest rate and annual percentage yield on this account at any time without any limitations and without notice.

**Balance Requirements** – You must deposit at least \$5,000.00 to open this account. A monthly maintenance fee will be imposed every calendar month when a monthly average balance of \$5,000.00 is not maintained.

**Transaction Limitations** – Transfers from your account to another account or to third parties by preauthorized, automatic, Internet initiated, check (draft or similar order), or telephone transfer are limited to six per statement cycle. For each transaction exceeding this limitation, we may assess an excessive transaction fee. If you repeatedly exceed the transaction limitations outlined above, we may convert your account to a transaction (checking) account. Depending upon the nature of your business, there may be restrictions upon your ability to earn interest on a checking account.

**Other Information** – You will receive monthly account statements.

### **Business Certificate of Deposit**

**Rate Information** – The interest rate and annual percentage yield will be disclosed to you in a separate document. You will be paid the disclosed rate until the initial maturity date. The annual percentage yield assumes interest will remain on deposit until maturity. A withdrawal will reduce your earnings.

**Balance Requirements** – You must deposit at least \$5,000.00 to open this account.

**Transaction Limitations** – You may not make any deposits (after the opening deposit) into your account before maturity. You may make withdrawals of principal from your account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalties. For terms of three months, we may impose a penalty equal to three months of interest on the amount

withdrawn. For terms greater than three months but 12 months or less, we may impose a penalty equal to six months of interest on the amount withdrawn. For terms greater than 12 months, we may impose a penalty equal to 12 months of interest on the amount withdrawn.

Other Information – Your account will automatically renew at maturity. You may prevent renewal if you withdraw the funds in your account at maturity (or within the grace period mentioned below) or we receive written notice from you within that grace period. We can prevent renewal if we mail notice to you at least 30 calendar days before maturity. If either you or we prevent withdrawal, interest will not accrue after final maturity. If the maturity date falls on a nonbusiness day, the CD may be withdrawn beginning on the next business day following maturity. Standard term certificates will renew at their same term. You will have 10 calendar days after maturity to withdraw the funds without a penalty. (This 10-day period is the grace period.) If the 10<sup>th</sup> day of the grace period falls on a non-business day, the last day of the grace period then reverts back to the previous business day.