

## DEPOSIT ACCOUNT AGREEMENT

**GENERAL AGREEMENT.** The terms "you" and "your" refer to the depositor (whether joint or individual) and the terms "we," "us" and "our" refer to the financial institution. The acronym "NOW" means Negotiable Order of Withdrawal. You understand the following Account Agreement ("Agreement") governs your account with us. Your account is also governed by other applicable documents, such as the Truth In Savings Account Disclosure and Privacy Policy, and where applicable, the Funds Availability Policy and Electronic Fund Transfer (Agreement and) Disclosure ("Disclosures"), which are incorporated by reference. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**GENERAL RULES.** The following rules apply to all types of accounts:

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

**2. Collection of Deposited Items.** In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. All items are credited subject to final settlement in cash or credits. We shall have the right to forward items to correspondents including all Federal Reserve Banks, and we shall not be liable for default or neglect of said correspondents for loss in transit, nor shall any correspondent be liable except for its own negligence. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (12 CFR Part 210), as revised or amended from time to time by the Federal Reserve Board. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse.

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

**3. Set-offs and Liens.** We may set-off funds in your account and any other accounts held by you, jointly or individually, to pay any debt you may owe us; this includes any item(s) that we have cashed for you that are returned to us unpaid. If the account is a joint account, we may offset funds for the debt of any one of the owners. In addition, you grant to us a security interest in your deposit accounts to secure any debt you may owe us in any non-consumer transaction.

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

**5. Expenses.** You agree to be liable to us for any loss, costs or expenses that we incur as a result of any dispute involving your account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, costs or expenses from your account without prior notice to you.

**6. Dormant/Inactive Accounts.** You understand that if your account is dormant or inactive, you may be charged the fee specified in the Disclosures and we may stop paying interest to the extent permitted by law. You understand that your account balance may be escheated (that is, turned over to the state) in accordance with state law.

**7. Joint, Trust, Fiduciary and Custodial Accounts.** You acknowledge that if your account is set up as a joint, trust, fiduciary or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an account of this nature.

**8. Joint Account.** If this is a joint account, all deposits are the property of the person(s) indicated on the account and we may release all or any part of the amount in the account to honor checks, withdrawals, orders or requests from any person named on this account. Any person named on the account is liable for the amount of any overdraft regardless of whether he or she signed the item or benefited from the proceeds of the item. Upon receiving written notice from any person named on the account, we may freeze the account. The account may be frozen until we receive written notice, signed by all parties named in the account, as to the disposition of funds. We may use the funds to satisfy a debt or judgment of any person named on this account if ordered to do so by a court of law.

**9. Joint Account With/Without Right of Survivorship.** If this is a joint account with right of survivorship, on the death of one of the account holders, that person's interest in the account immediately vests in the surviving joint account holder(s) as their separate property. If this is a joint account without right of survivorship and we receive written notice of the death of a joint account holder, we may freeze the account until we receive satisfactory evidence as to the disposition of the account.

**10. In Trust For or Payable on Death Account.** An In Trust For or Payable on Death account permits the trustee(s)/owner(s) ("owner(s)") to transfer the account to named beneficiaries upon the death of the owner(s), and the named beneficiaries may be changed at any time in a written form and manner acceptable to us. The owner(s) reserves the right to withdraw all or part of the account funds at any time. Beneficiaries are only entitled to account funds after all of the outstanding checks and debits of the owner(s) have been paid.

When an In Trust For account, a withdrawal constitutes a revocation of the trust agreement as to the amount withdrawn. A beneficiary acquires withdrawal rights by surviving the owner(s). If all named beneficiaries predecease the owner(s), the title to the account funds shall vest in the owner(s). If two or more beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated.

When a Payable on Death account and only one (primary) beneficiary is named, the owner(s) may name contingent beneficiaries. If any named primary beneficiary is not living, the share of that beneficiary shall instead be held for or paid to

the estate of that deceased beneficiary unless contingent beneficiaries have been designated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without right of survivorship, unless otherwise indicated. If the primary beneficiary predeceases the owner(s), when two or more contingent beneficiaries are named and survive the death of the owner(s), such beneficiaries will own this account in equal shares without the right of survivorship, unless otherwise indicated. Named beneficiaries are assumed to be primary unless indicated as contingent. Named beneficiaries are assumed to be primary unless indicated as contingent. Distribution of account funds shall be consistent with the provisions of Section 901 of Title 6 of the Oklahoma Statutes.

**Changing of account terms at your death** - If an interest bearing account and not claimed by your beneficiary(ies) within 60 days after the death of the last surviving account owner, or after we have notice of the death of the last surviving account owner, then we may change to a non-interest bearing account.

**11. Custodial Account.** A custodial account is subject to applicable law as adopted by the state in which the account is opened. The documents that authorize the custodianship may be required for the account. An account opened under the Uniform Transfers/Gifts to Minors Act must be opened in the name of a custodian "as custodian for (name of minor) under the Uniform Transfer to Minors Act". There may be only one custodian and one minor as beneficiary for each minor account.

**12. Minor's Account.** If a minor is the sole and absolute owner of the account, we may pay checks and withdrawals and otherwise act with respect to the account on the order of the minor. A payment or delivery of rights to a minor who holds an account evidenced by a receipt or acquittance signed by the minor discharges us to the extent of the payment made or rights delivered. A parent or legal guardian of the minor may deny the minor's authority to control, transfer, draft on, or make withdrawals from the minor's account by notifying us in writing. Upon our receipt of such notice, the minor may not control, transfer, draft on, or make withdrawals from the account during minority except with the joinder of a parent or legal guardian of the minor.

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

**14. Fees, Service Charges and Balance Requirements.** You agree you are responsible for any fees, charges, balance, or deposit requirements as stated in the Disclosures.

**15. Non-Sufficient Funds and Overdrafts.** If your account lacks sufficient funds to pay a check, preauthorized transfer, or other debit activity presented for payment as determined by the available balance or actual balance in your account, we may (1) return the item, or (2) pay the item at our discretion.

**Available Balance.** The available balance is the amount of funds that you have in your account to spend without incurring an overdraft fee. The available balance reflects pending credits or debits and transactions and checks that have not yet cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, and your available balance is \$75. If you spend more than the available balance, then you may incur an overdraft fee.

**Actual Balance.** The actual balance is the total amount of funds in your account and does not reflect any pending credits or debits, transactions, or checks that have not cleared your account. For example, you have \$100 in your account and spend \$25 on groceries. The \$25 may show as a pending transaction, but the \$100 is your actual account balance and the amount you can spend before you incur an overdraft fee.

If we return the item without paying it, we may charge you a non-sufficient funds fee. If we do pay the item on your behalf, you will be responsible to pay the overdrawn balance and an overdraft fee. If applicable, overdrafts may be covered by our standard overdraft practice that comes with your account or an overdraft protection plan, such as a link to an account or a line of credit. As part of our offered standard overdraft practice, we do not authorize and pay overdrafts on ATM or everyday debit card transactions unless you request us to do so. Our handling of these items may subject your account to a fee as disclosed in the Fee Schedule or other Disclosures. We will process checks and other debit items in the order identified in your Truth In Savings disclosure if one has been provided. Please refer to the Overdraft Services Consent Form for more information about overdrafts and our standard overdraft policies, if applicable, and refer to your Truth In Savings disclosure for more information about our overdraft privilege policy.

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

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

**18. Certified Beneficial Owner Information.** If you are obligated to certify beneficial owner information at the time the account is opened, you are responsible for notifying us of any changes to the certified beneficial ownership information that was provided to us. Notice should be made to us as soon as practical upon a change to the beneficial ownership information in a form and manner acceptable to us.

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

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

**21. Closing Account.** We may close the account at any time, with or without cause, by sending you notice and a check for the balance in our possession to which you are entitled. At our discretion, we have the authority to pay an otherwise properly payable check, which is presented after the closing of your account.

**22. Transfers and Assignments.** You cannot assign or transfer any interest in your account unless we agree in writing.

**23. Applicable Laws and Regulations.** You understand that this Agreement is governed by the laws of the state in which

the account is opened unless federal law controls. Changes in these laws may change the terms and conditions of your account. We will notify you of any changes as required by law.

**24. ACH and Wire Transfers.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted by the state in which the account is opened. If you send or receive a wire transfer, **you** agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

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

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

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

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

**25. Stop Payments.** If you request us to stop payment on a check you have written or on an electronic fund transfer (EFT) debit transfer, you will give written or other confirmation as allowed by us within 14 days of making the request. If you fail to confirm an oral stop payment request within the 14 days, we reserve the right to cancel the request. Requests to stop all future payments on an EFT debit transfer may require additional documentation to be supplied to us. Your stop payment request must describe the item or account with reasonable certainty and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. A stop payment on a check you have written will remain in effect for 6 months or until we receive written revocation of the stop payment, whichever occurs first. A stop payment on an EFT debit transfer will remain in effect until we receive a withdrawal of the stop payment request or the return of the debit entry(ies), whichever occurs first. You may be charged a fee every time you request a stop payment, even if it is a continuation of a previous stop payment request. You understand that we may accept the stop payment request from any of the joint owners of the account regardless of who signed the check or authorized the transfer. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. Written communication includes communication by electronic record.

**26. Checks.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account, or on any check issued by you, must be placed on the left side of the check when looking at it from the front, and must be placed so as to not go beyond an area located 1-1/2 inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that this requirement is met. You are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**27. Electronic Checks.** Pursuant to Regulation CC, electronic checks may be treated the same as paper checks for check collection and processing purposes.

**28. Substitute Checks.** To make check processing faster, federal law permits financial institutions to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from us may be substitute check(s).

**29. Stale or Postdated Checks.** We reserve the right to pay or dishonor a check more than 6 months old without prior notice to you. If you can write checks on your account, you agree not to postdate any check drawn on the account. If you do and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**30. Check Safekeeping.** If you can write checks on your account and utilize check safekeeping or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you. When you request a copy of a check it may be subject to a fee as defined in the Disclosures.

**31. Statements.** If your account is a Checking, NOW, Money Market, or Statement Savings account, we will provide you with a periodic statement showing the account activity. The account holder who receives this statement is the agent for his/her co-account holder(s) for purposes of receiving the statement and items. You must notify us within 30 days after we mail or otherwise make the statement available to you of any discrepancies, except for transfers governed by the Wire Transfer Agreement. If you fail to notify us, you will have no claim against us. However, if the discrepancy is the result of an electronic fund transfer, the provisions of our Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it, or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**32. Signatures.** Your signature on the Account Information form is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts, or other orders for the payment of money, that are drawn on us regardless of by whom or by what means (including facsimile signature(s)) may have been affixed so long as they resemble the signature specimen

in our files. For withdrawal and for other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instruction is not genuine.

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

Further, most checks and other items are processed automatically, i.e., without individual review of each check or item. Therefore, unless we agree in a separate writing, in our sole discretion, upon your request and due to unique circumstances to conduct individual review of checks or other items for more than one signer, you agree that we are acting within common and reasonable banking practices by automatically processing checks and other items, i.e., without individual review of each check or item. You agree to indemnify, defend, and hold us harmless from and against all loss, costs, damage, liability, and other injury (including reasonable attorney fees) that you or we may suffer or incur as a result of this practice.

**33. Restrictive Legends.** We are not required to honor any restrictive legend on checks you write unless we have agreed to the restriction in a writing signed by an officer of the financial institution. Examples of restrictive legends are "two signatures required", "must be presented within 90 days" or "not valid for more than \$1,000.00."

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

**ACCOUNT SPECIFIC PROVISIONS.** In addition to the General Rules, the following rules apply to specific types of accounts:  
**CHECKING AND NOW ACCOUNTS**

**Checking Accounts.** If your account is a checking account, it will be either non-interest bearing or interest bearing as defined in the Truth in Savings Disclosure.

**Withdrawals.** Deposits will be available for withdrawal consistent with the terms of our Disclosures. Withdrawals may be subject to a service charge.

**Withdrawal Notice Requirements.** If your account is a NOW account or a non-demand deposit checking account, we have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account.

#### **MONEY MARKET AND SAVINGS ACCOUNTS**

**Withdrawals.** We have the right to require seven (7) days prior written notice from you of your intent to withdraw any funds from your account. Withdrawals may be subject to a service charge.

**Regulation D Transaction Limitations.** Federal regulation restricts the number of transfers or withdrawals you can make on a Money Market Account and Savings Account and requires compliance with these restrictions. You understand that we will not allow more transfers or withdrawals than the maximum number specified in the Disclosures. Certain transfers or withdrawals will count toward the transaction limitations.

**Transfers or Withdrawals Subject to Transaction Limitations.** This transaction limitation includes transfers or withdrawals made to a third party if made by: phone, fax, computer, check, debit card, ACH, bill payments, or automatic transfers. The transaction limitation also includes transfers or withdrawals made to another account that you have with us if made by: phone; fax; computer; debit card; ACH; bill payments; or automatic transfers, including transfers for overdraft protection purposes.

**Transfers or Withdrawals Not Subject to Transaction Limitations.** There is **no limit** on the number of transfers or withdrawals between the accounts you have with us if made by: mail, messenger, ATM, in person, or to repay a loan that you have with us.

If these restrictions are violated, we may be required to close your account, take away your ability to transfer funds, or convert the account to a checking or other transaction account.

#### **SAVINGS ACCOUNTS**

**Passbooks.** If your account is a passbook account and you wish to make a withdrawal without your passbook, we can refuse to allow the withdrawal. If your passbook is lost or stolen, you will immediately notify us in writing.

#### **CERTIFICATES OF DEPOSIT/TIME DEPOSIT ACCOUNTS**

**Account Terms.** The Certificate bears interest at the rate and basis as set forth on the Certificate. The terms of the Certificate, such as the interest rate(s), Annual Percentage Yield ("APY"), length of term period, renewability, and date of maturity are specified on the Certificate and in the Disclosures provided to you at the time of account opening. Interest will not be compounded unless noted and will be paid to you at the frequency and in the method noted. Withdrawal of interest prior to maturity will affect the APY.

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

**Additional Deposits During The Term.** No additional deposits will be allowed to this account during its term unless otherwise described in the Disclosures.

**Early Withdrawal Penalty.** Unless provided otherwise in the Disclosures, we will assess an early withdrawal penalty on any withdrawal, either partial or in whole, that we allow you to make from your account prior to the account's maturity date. The method for determining that penalty is described in the Disclosures.

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

**Single Maturity.** Single Maturity Certificates will not automatically renew at maturity. The Disclosures describe our policy concerning the account's status following the maturity date. To ensure a continuation of interest earning, you must arrange for a new investment of the account balance.

# RCB BANK

## Bounce Protection Disclosure

At times, unanticipated expenses or unforeseen problems can leave you with too little cash in your checking account. Having a check returned due to insufficient funds can be a costly, inconvenient and potentially embarrassing experience. RCB has created *Bounce Protection™* to help reduce the possibility of a returned item on your account, and to save you the fees that third parties may charge in such case. At RCB Bank, we do not encourage overdrafts. As always, we encourage you to manage your finances responsibly.

### **What is Bounce Protection?**

Bounce Protection is a discretionary overdraft service, requiring no action on your part that provides you access to an automatically assigned overdraft limit. Your Bounce Protection limit may be available for checks and other transactions made using your checking account number or automatic bill payment and recurring debit card payments. Also, at your request for Enhanced Bounce Protection, we may authorize and pay ATM transfers or withdrawals and everyday debit card purchases using your limit.

### **How does Bounce Protection Work?**

We are not obligated to pay an item presented for payment if your account does not contain sufficient funds; however, as long as you maintain your account in "good standing," we may approve your overdraft items within your current available Bounce Protection limit as a non-contractual courtesy. For overdraft privilege consideration, your account is in "good standing" if you (1) make sufficient deposits to bring your account to a positive end-of-day balance at least once every 30 calendar days (including the payment of all bank fees and charges); (2) avoid excessive overdrafts suggesting the use of Bounce Protection as a continuing line of credit; (3) there are no legal orders, levies or liens against your account and (4) avoid engaging in improper behavior or misuse of your account, including Bounce Protection, which may result in removal of Bounce Protection and/or account closure. Please note that the amount of the overdraft plus our Bounce Paid Item Fee of \$28 for each item will be deducted from your Bounce limit. Each time the item is returned, the Insufficient Return Item Fee of \$28 will be deducted from your account.

### **How do I know when I use the overdraft limit?**

You will receive an overdraft notice each time items are paid, including fees. You will need to subtract the total fees when balancing your checkbook.

### **What is my Bounce Protection Limit?**

Your checking account has a \$500 Bounce Protection Limit.

### **What if I go beyond my Bounce Protection Limit?**

Overdrafts above and beyond your established Bounce Protection limit may result in checks or other items being returned to the payee. The Insufficient Funds Return Fee of \$28 will be charged per presentation of each item and assessed to your account. An insufficient notice will be sent to notify you of items paid and/or returned.

### **How quickly must I repay my Bounce Protection?**

You should make every attempt to bring your account to a positive end-of-day balance as soon as possible, and must do so within 30 calendar days. If you are not able to do so, you will receive a letter from RCB Bank informing you that your Bounce Protection limit has been suspended and additional items will be returned. Unless we advise you differently or you request this service be removed from your account, your limit will be made available to cover overdrafts again after you bring your account to a positive end-of-day balance.

### **What does Bounce Protection cost?**

There is no additional cost associated with this privilege unless you use it. You will be charged our standard Bounce Paid Item Fee of \$28 for each overdrawn item created by a traditional paper based check, a teller withdrawal, an automatic payment (ACH) transaction or a recurring debit card payment. You will not be charged a Bounce Paid Item Fee if the ending account overdraft balance is \$5 or less.

Also, if you have requested us to do so, we may add Enhanced Bounce Protection which would allow us to authorize and cover ATM transfers or withdrawals and everyday debit card purchases. We limit the amount of daily overdraft fees for paid and return items that you can incur to \$140 per day. To help you manage your account, the total fees you have paid for items (both paid and returned) during the current month and for the year-to-date will be reflected on your monthly checking statement.

### **What are some of the ways I can access my Bounce Protection limit? Is my Bounce Protection limit reflected in the balance I receive?**

Access Point	Is my Bounce Protection Limit available?
Teller	Yes
Writing a Check	Yes
Debit Card (recurring)	Yes
Debit Card (everyday)	No*
ATM Withdrawal	No*
ACH-Auto Debit	Yes
NetTeller Online/Mobile Banking/Anytime Banker	Yes
Automatic Bill Pay	Yes

\*Enhanced Bounce Protection service will be made available for ATM and everyday debit card transactions upon your request. Call 1-(855)-226-5722.

The Bounce Protection limit will not be included in the balance provided by bank personnel, through NetTeller, an ATM or Anytime Banker 24-hour information line. When you ask for your balance, please remember the amount we show you does not include your overdraft limit.

**How soon can I use my Bounce Protection?**

As a new account holder, you will be able to use Bounce Protection the same day the new account was opened.

**What are my alternatives to using Bounce Protection at RCB Bank?**

The best way to avoid overdrafts and fees is to keep track of your account balance by entering all checks, debit card purchases and ATM withdrawals in your check register, reconcile your checkbook regularly and manage your finances responsibly. However, if a mistake occurs, RCB Bank offers another way to cover overdrafts in addition to Bounce Protection.

Alternatives to Bounce Protection	Associated Fees
Proactive Account Management	\$0
Sweep Transfer from another RCB account	\$5 per transfer

Ways to Manage Your Account	Associated Fees
Review Bank Statements	No Charge
Utilize a check register to track daily spending	No Charge
ATM Balance Inquiries	Fees may apply for inquiries at an ATM not owned by RCB Bank.
Online, Phone, or Mobile Banking	No Charge
E-Mail and/or Text Balance Alerts	Fees may apply; consult the Fee Schedule or Contact Us.

**What if I do not want Bounce Protection on my checking account?**

If you would like to have this service removed from your account, please call 1-(855)-226-5722, or drop this signed form by one of our locations. If you prefer mail, please send any signed opt-out forms to the address below. If you wish to change this election, please notify us in writing.

RCB Bank  
Attn: Deposit Operations  
P.O. Box 189  
Claremore, Ok 74018

**Opt-Out Notification**

I have read RCB Bank’s Bounce Protection Disclosure, and I do not want to participate in Bounce Protection overdraft services. I have read and accept the following statement:

No, I do not want Bounce Protection overdraft services. I understand that RCB Bank will not pay any check or other item without sufficient funds in the account to cover the amount in full. Such check or item will be returned and my account will be charged the standard NSF fee in effect at that time. I also understand that preapproved reoccurring ATM and debit card transactions will be paid even if the account does not have sufficient funds to cover the final settlement amount upon presentment. Our standard NSF fee will be charged to your account when such ATM or debit card transaction causes an overdraft.

\_\_\_\_\_  
Signature of Account Owner

Jake D Doe  
\_\_\_\_\_  
Print Account Owner Name

\_\_\_\_\_  
Date

•03201  
\_\_\_\_\_  
Account Number

**FACTS****WHAT DOES RCB BANK DO WITH YOUR PERSONAL INFORMATION?**

**Why?** Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Please read this notice carefully to understand what we do.

**What?** The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and account balances
- Payment history and transaction history
- Assets and retirement assets

When you are *no longer* our customer, we continue to share your information as described in this notice.

**How?** All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons RCB Bank chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does RCB Bank share?	Can you limit this sharing?
<b>For our everyday business purposes--</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes--</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We Don't Share
<b>For our affiliates' everyday business purposes--</b> information about your transactions and experiences	Yes	No
<b>For our affiliates' everyday business purposes--</b> information about your creditworthiness	No	We Don't Share
<b>For nonaffiliates to market to you</b>	No	We Don't Share

**Questions?** Call toll-free (855) 226-5722 or go to [www.RCBbank.com](http://www.RCBbank.com)

What we do	
How does RCB Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.
How does RCB Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>- Open an account or give us your income information</li> <li>- Apply for financing or make a wire transfer</li> <li>- Show your driver's license</li> </ul> We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	Federal law gives you the right to limit only <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes--information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> State laws and individual companies may give you additional rights to limit sharing.

Definitions	
<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>- <i>Our affiliates include companies with a common ownership under RCB Holding Company; and financial companies such as financial institutions.</i></li> </ul>
<b>Nonaffiliates</b>	Companies not related by common ownership or control. They can be financial and nonfinancial companies. <ul style="list-style-type: none"> <li>- <i>RCB Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
<b>Joint marketing</b>	A formal agreement between nonaffiliated financial companies that together market financial products or services to you. <ul style="list-style-type: none"> <li>- <i>RCB Bank doesn't jointly market.</i></li> </ul>



# RCB BANK

## Schedule of Fees

Overdraft Paid Item Fee (per item)	\$28.00	<b>NetTeller Online Banking</b>	FREE
Bounce Paid Item Fee (per item)	\$28.00	<b>Bill Payment</b>	
Insufficient (NSF) Return Item Fee (per item)	\$28.00	Option 1:	\$0.75
Overdraft Protection Sweep (per daily transfer)	\$5.00	Elects e-statements, first twelve (12) transactions each month are free; after the first twelve (12); per item	
Stop Payment Fee (per item)	\$28.00	Option 2:	\$0.75
Deposit Item Returned or Reprocessed	\$4.00	Elects paper statements, first seven (7) transactions each month are free; after the first seven (7); per item	
<b>ATM Fees &amp; ATM/Check Card Fees</b>		Option 3:	\$5.95
Annual Check Card Fee	FREE	Unlimited transactions (per month)	
ATM or Check Card Replacement Fee	\$5.00	<b>Mobile Deposit</b>	
ATM or Check Card Express Mail Fee (Card)	\$45.00	Consumer:	
ATM or Check Card Express Mail Fee (Pin Mailer)	\$45.00	elects e-statements (monthly fee)	FREE
ATM or Check Card Delivery Fee	\$10.00	elects paper statements (monthly fee)	\$2.00
Non-RCB Bank ATM Transaction	Terminal Fee Only	Commercial:	
RCB Bank ATM Transaction	FREE	per deposit	\$0.75
		elects e-statements (monthly fee only)	FREE
		elects paper statements (monthly fee)	\$2.00
<b>Cashier's Checks</b>		<b>Text Banking</b>	
Customer	\$5.00	Consumer:	
Non-Customer (check replacement only)	\$10.00	1 <sup>st</sup> account, per mobile device enrolled (per month)	\$2.00
Temporary Checks (set of 12)	\$5.00	Multiple Accounts, per mobile device enrolled (per month)	\$3.00
Personalized Checks (offered through vendor)	Varies	Commercial:	
Postage Due on Returned Check Orders	Varies	1 <sup>st</sup> account, per mobile device enrolled (per month)	\$5.00
Rejected Checks Ordered From Independent Printer	\$0.50	Multiple Accounts, per mobile device enrolled (per month)	\$8.00
Gift Cards	\$4.75	<b>Safe Deposit Box Fees</b>	
Coin Counting (Non-Customer)	5% of total-\$5.00 minimum	Key Deposit	\$10.00
Non-Customer Check Cashing Service	2% of check amount	Lost Key Charge	\$20.00
Collection Item (incoming/outgoing)	\$20.00	Drill Fee	\$175.00
Account Reconciliation and Research (per hour)	\$20.00	Past Due Rental Fee (assessed 30 days after due date)	\$5.00
Research Copies (per page)	\$2.00	Rental Rate	Varies
Deposit Verification	\$10.00	Sizes vary per location, see separate pricing schedule for available sizes and rates.	
Garnishment/Levy Processing Fee	\$15.00	<b>Statement Fees*</b>	
Debtor-in-Possession Account Setup Fee	\$50.00	Special Statement Mailing Fee	
<b>Dormant Account Fee</b>		Annual calendar setup (per account)	\$10.00
Checking (assessed monthly)	\$10.00	Monthly fee (per special statement cut, per account)	\$5.00
Savings (assessed quarterly)	\$10.00	Special Request Statement	\$2.00
Closed Account Processing Fee	\$5.00	Paper Statement, including images (per account)	\$3.00
ACH Origination Transfer Fee	\$2.00	Temporary/Duplicate Statements	\$2.00
ACH Recovery Fee	3% of recovered funds-\$300 minimum	<b>instaPay (Person 2 Person payments)</b>	
Fax or Copy Service (per page)	\$1.00	Per sent payment	\$1.00
Notary Service (per item)	\$5.00	<b>my Finance (Online Financial Management)</b>	
Night Depository Lock Bags	\$25.00	Per Online Banking ID number (per month)	\$2.00
Zipper Bags	\$5.00		
<b>Account View CD -ROM</b>			
Monthly Disk	\$25.00		
Quarterly Disk	\$25.00		
Annual Disk	\$50.00		
<b>Wire Transfer Fees</b>			
Domestic (incoming)	\$10.00		
Domestic (outgoing)	\$15.00		
International (incoming)	\$10.00		
International outgoing (Commercial Accounts only)	\$50.00		
Fraud Recovery Fee	3% of recovered funds-\$300 minimum		

\*Customer receives electronic statement at no charge. Additional fees may be incurred. Please see separate product specific Truth in Savings Disclosures for Statement Fee terms and conditions.