

Account Agreement & Disclosure

These agreements and disclosures will help you understand the guidelines concerning your account(s) with TruStone Financial Federal Credit Union (TruStone). Additional copies of this disclosure may be obtained by contacting us at **800.862.1998**, online at TruStoneFinancial.org or at any branch location. You should retain a copy of this disclosure as long as you are a member of TruStone.

In this disclosure, the words “you” and “your” mean each and all of those who are signers of an account or service. “We”, “us”, “our” and “ours” mean TruStone Financial, a federally chartered credit union located with its administrative office in Plymouth, Minnesota. “Primary member” means the first signer of an account.

You agree to the provisions of TruStone’s Articles, By Laws, policies, federal and state regulations, the rules and regulations of any clearinghouse association, and to the terms and conditions contained in this disclosure, and any additional disclosures that we may provide to you at the time you open your account. Together, these terms and conditions form a binding contract and make up the entire agreement (this “Agreement”) between you and TruStone regarding the handling of your account. We may amend this Agreement, or change the rules and charges at any time, if we follow the procedures set forth in this Agreement. You agree that at our option we may suspend your membership rights if you violate the terms of this Agreement. You also agree that you will not use any TruStone product or service for any illegal purpose. You will be held responsible if your account is used for any illegal transaction.

Membership Eligibility

To join TruStone, you must be an individual or entity that meets the membership eligibility requirements as stated in the credit union’s charter. Credit union membership includes the purchase and maintenance of at least one share as provided in our Bylaws. You authorize us to check your account history, employment history, and obtain a credit report, to verify your eligibility for the accounts and services you request. If you do not maintain at least one funded share on deposit with us, your membership will be subject to closure.

General Account Information

Ownership Types & Types of Accounts

a) Individual Account: This account is owned by one person.

b) Joint Account - With Survivorship: If there is more than one authorized signer on this account, all monies credited to it, including dividends, shall be the property of the signers as joint tenants, and not as tenants in common. You each authorize us to pay any and all funds deposited in this account without reference to the original ownership of the funds so deposited. Withdrawals may be made by any of you, and in the case of death, funds may be withdrawn by the survivor(s) or personal representative(s) of the survivor(s) as provided in Minnesota Statutes, Chapter 528. If two or more of you survive, you intend and agree that you hold the balance in the account as joint tenants with survivorship and not as tenants in common. If the survivor(s) are not eligible for primary membership in TruStone, the account will be closed. When we receive notice of the death or incompetence, we may, but are not obligated to, restrict or prohibit further withdrawals until we are satisfied our obligations under the law and this Agreement have been met.

Each of you authorizes each other person signing on the membership application to endorse any item payable to you or your order for deposit or any other transaction involving a check. You authorize us to supply any needed endorsement to any item payable to you or other joint tenants.

Joint tenants legally have access to funds in your Primary Share and/or Line of Credit when the Primary Share and/or Line of Credit provide automatic overdraft protection to your checking account. If there is an overdraft in the account, you agree to be individually and jointly liable to us, regardless of which of you wrote or otherwise authorized the item that created the overdraft or benefited from the proceeds of the item. When we receive notice of the death or incompetency of a joint tenant, or this account is changed or closed, these powers shall no longer exist with respect to the deceased joint tenant.

The primary member is the only owner of the account who may at any time, without the consent of the other joint tenant(s), add a joint tenant. Instructions to remove one of your names from the account or to restrict its use by any of you may only be made by the person whose name is to be removed or whose use of the account is to be restricted, by that person’s legal representative(s) or by court order.

c) Organizational Account: At the time this account is opened, the organization must be composed exclusively of persons who are within our field of membership. Each signer on the account must be authorized to act on behalf of the organization.

d) Payable on Death Designation: We may pay the balance in the account to the beneficiary or beneficiaries you name, only upon your death and the death of all joint tenants. Funds will be distributed equally if multiple beneficiaries are designated. You may change or delete beneficiaries at any time during your life by making such request to TruStone on a form acceptable to us. No person designated as a beneficiary has any right to funds held in the account as long as any

owner of the account, including a joint tenant, is still alive. Any joint tenant, who survives you, may change or delete beneficiaries at any time.

e) Uniform Transfers to Minor Act (UTMA) Account: This account enables adults to make tax-advantaged transfers to minors by setting up an account as a custodian for a child without a complicated trust agreement. The account is set up using the name of the custodian followed in substance by the words "as custodian for (the name of the minor) under the Minnesota Uniform Transfers to Minors Act". Only the named custodian (or successor custodian) is authorized to instruct us regarding the account. The transfer is irrevocable, and title is vested in the minor. Dividends earned are reported under the minor's Taxpayer Identification Number. The custodianship automatically terminates and the property may be distributed upon the earlier of the minor's attainment of the age of majority according to the UTMA or the minor's death. At the time of opening this account, the custodian or the minor must be a member of TruStone.

f) Power of Attorney: This is a special relationship in which you authorize someone (agent) to have access to your account on your behalf. We, however, have no duty or agreement to monitor or ensure the acts of the agent are for your benefit. A power of attorney, once given to someone, continues until specifically revoked or until the person with the power or the owner dies. A termination or revocation of a power of attorney is not effective until you have notified us in writing of the termination.

g) Individual Retirement Account (IRA): IRAs (Traditional or Roth) are established for individual members by completing a separate custodial IRA agreement. The funds must be invested in an IRA Daily Savings Account or an IRA Certificate. Joint tenants are not allowed on IRAs. See your tax advisor for more information.

h) Health Savings Account (HSA): An HSA is a tax-favored savings arrangement for members covered by high-deductible health plans (HDHPs). With HDHP coverage, an individual must pay for a certain amount of medical expenses before the HDHP begins to pay for medical expenses. In exchange for paying a certain amount up front, individuals receive less expensive insurance premiums. Individuals can use the money they save in an HSA to pay for medical expenses incurred by themselves, their spouses, or their dependents.

i) Revocable Trust Account: You may open an account for a revocable trust created by you if you are a member of TruStone. The revocable trust must name a beneficiary. We may demand the Trustee(s) file a copy of the trust with us, an attorney's opinion concerning validity of the trust and a waiver of liability. We may interview you concerning the trust. We may refuse to accept such a Primary Share and may terminate the account. The Trust and its terms and conditions must be in accordance with the laws of this jurisdiction.

j) Minor Account: A Primary Share may be issued in the name of a minor (an individual under age 18). An adult is required to be joint on the account.

1. Signatures and Endorsements

You agree to sign as your signature appears on the membership application when drawing checks or other items. If, in good faith, we believe your signature is not genuine we will refuse to pay any check drawn on your account. We may also refuse to honor any check that is not on a form acceptable to us. If you have indicated more than one signature is required in connection with a check or other order or instruction for the payment, transfer or withdrawal of funds (an "item") drawn on your account, we will have no liability to you if an item is deposited to or paid against your account with fewer than the number of signatures you have indicated as being required, provided at least one of the required signatures appears on the item. We will have no liability to you for failing to detect a forgery of your signature or an alteration of one of your items, if the forgery or alteration is such that a person could be expected not to detect it. Because of the large volume of checks processed by us, we are unable to look for special instructions or dates on each check. Accordingly, we may pay a check even though special instructions on the check might, if we knew about them, cause us to refuse payment. We will not be liable if we pay checks contrary to written special instructions, even if payment results in a refusal to honor other checks written by you on this account.

All transaction items presented for deposit must be properly endorsed. Endorsements on the back of the check should be limited to the 1-1/2" designated on the back of each check. The remainder of the back of the check must be left clear for our credit union endorsement and subsequent financial institution endorsements. You authorize us to accept checks or other instruments for credit to the account and to supply any needed endorsement if you have neglected to endorse the instrument. If stamps or information placed on the back of a check makes our endorsement illegible, you agree to hold us harmless in any resulting delay in the return of the check. You are responsible for any loss if the loss is due to a delay in the return of an item where the delay is caused by material appearing on the back of the item including carbon bands, blacked-out areas and printed or written text appearing in the improper area.

2. Duty of Care

We will exercise ordinary care in processing transactions for your account. When we accept an item for processing by automated means, "ordinary care" does not require us to examine the item. "Ordinary care" requires only that we follow standards that do not vary unreasonably from the general standards followed by similar financial institutions. A clerical error, or a mistake, will not be considered a failure by us to perform any of our obligations.

3. Fees and Expenses

You agree to pay us for our services in accordance with the Fee Schedule, including but not limited to, any fees that may be imposed for maintaining your account. The Fee Schedule may be amended or changed if we give you notice as provided in this Agreement. All fees and expenses may be deducted from your account. In the event items are drawn against your account, we will not be responsible for refusing to honor your items because of insufficient funds as a result of these charges. If your account is closed, you will continue to be responsible for any fees that may have accrued, any items deposited to or drawn against your account prior to its being closed, and any fees and expenses related to such items. If we incur any costs or expenses in connection with enforcing this Agreement against you, you will pay those costs and expenses, including without limitation reasonable attorney's fees and court costs.

4. Right of Setoff

You agree we may (without prior notice and when permitted by law) charge against and deduct from your account(s) any due and payable debt owed to us now or in the future, by any of you having the right of withdrawal, to the extent of such person's or legal entity's right to withdraw. 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 charge the account, including any balance which we properly accelerate under the note. If this is a joint account, and any one of the joint tenants owes a debt to us at the time of their death, any right of survivorship is subject to this right of setoff. Our right of setoff does not apply to Individual Retirement Accounts, or to debtors whose right to withdraw arises only in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we charge and deduct an amount you owe us from your account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

5. Legal Action

We may withdraw funds from your account, place a hold on funds in your account, or disclose information about your account if in good faith we believe we must do so in order to comply with a subpoena, search warrant, garnishment summons, writ of attachment, writ of execution, order to enjoin, temporary restraining order, order or seizure, or any other judicial or administrative action. In our sole discretion and as permitted by law we may, prior to releasing funds or information about your account, exercise our right to setoff the funds held in such account to pay any due and payable debt that you or your joint owners owe to us. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds including the placement of a hold on the funds. Any fees or expenses we incur in responding to any such legal action (including without limitation attorneys' fees and our internal expenses) may be charged against your account.

6. IRS Reporting and Backup Withholding

An identifying number must be associated with all accounts for IRS reporting. This is your social security number or employer identification number. You are required by the Internal Revenue Code to provide your TIN or EIN to us whether or not you file a tax return. We must withhold a percentage of taxable dividends if:

- a) you fail to furnish your TIN or EIN to us, or
- b) the IRS notified us you furnished an incorrect TIN or EIN, or
- c) you are notified you are subject to backup withholding because you have failed to report all interest and dividends, or
- d) you fail to certify to us you are NOT subject to backup withholding because you have failed to report all interest and dividend payment, or you fail to certify your TIN or EIN.

7. Deposits and Collected Items

If you deposit any non-cash item (including items drawn on us) we will give your account temporary or provisional credit only until collection is final (non-cash deposits made or payable in foreign currency will be given credit in the amount of U.S. dollars received in final collection of the item). Foreign currency will not be accepted for deposit to any account. You may make deposits through the automated clearing house (Direct Deposit). We reserve the right to not accept third-party checks and checks more than six months old. We are not responsible for transactions by mail or outside depositories until we actually receive them. Do not send currency by mail. We treat all transactions we receive after close of business as if it occurred on our next business day. If you make a deposit in one of our night depositories, it may not be credited to your account until the next business day. In addition, night depositories are used at your own risk as to amount verification. We may reverse any credit that has been erroneously made to your account at any time without prior notice. If, in connection with a direct deposit plan, we deposit any amount in your account which 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 any 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. If a deposit item is returned unpaid, we will charge it back to your account. In this case, we will charge a "returned check deposit fee" as indicated in the Fee Schedule. We have the right to pursue collection of any items deposited to your account which have been returned unpaid. You are responsible to pay any special fees for collecting your deposit. We may charge back any item at any time before final payment, whether returned or not, including any item drawn on us. If claim is made for recovery of any part of a collected item after final payment or settlement, due to the fact that the item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, we may withhold the contested amount from this account until the claim is settled.

8. Stop Payments

The provisions in this section that are applicable to stop payment orders are also applicable to notices of post-dating. Therefore, the term “stop payment order” refers to both an order not to pay a check and to a notice of post-dating. If you do not want us to pay a check you have written, you can request that we place a stop payment on it. You may order us to stop payment of any check; automated clearing house/pre-authorized electronic funds transfer ACH/EFT or other item on your account. Your right to stop payment may be limited. You can notify us in writing, contact us by phone at **800.862.1998** or in person at any branch location. If your checks are lost or stolen, contact us immediately to place a stop payment order. A verbal stop payment order takes effect when we record it on your account and is effective for 14 calendar days unless confirmed in writing within that period. A written stop payment order is effective for six months unless renewed in writing. We will charge you a “stop payment fee” as indicated in the Fee Schedule. A stop payment order against an ACH/EFT is effective until the earlier of: (i) you withdraw the stop payment order, or (ii) the debit entry is returned, or, where a stop payment order is applied to more than one debit entry under a specific authorization involving a specific party, all such debit entries are returned. We may require you to provide us written confirmation of a verbal stop order request against an ACH/EFT within 14 calendar days. Additionally, if you request us to stop all future payments pursuant to a specific ACH/EFT authorization involving a particular party, we may require you to confirm in writing. Your stop payment order must include your account number, exact check number and date of check, payee name, and exact amount of the check. If this is a joint account, we will accept a stop payment order from any joint owner regardless of who signed the check. The stop payment order must be received by us no later than the business day prior to the business day the item is presented to us. A release of the stop payment order may be made only by the person who initiated the stop payment order. We will not be liable except for our failure to exercise ordinary care. If we honor any item subject to a valid stop payment order, we will credit your account for the amount of this check when you execute an affidavit describing the dispute with the payee, to transfer to us all of your rights against the payee or other holder of the check and to assist us in legal action against that person. You agree to hold us harmless for all liabilities, expenses, and costs incurred by us on account of refusing payment on an item subject to your stop payment order.

9. Withdrawals

You may make withdrawals verbally, in writing or through electronic means. We will subtract your withdrawals from collected funds first. We may refuse withdrawal requests against uncollected funds, unless prohibited by law or our written policy. We reserve the right to refuse any withdrawal or transfer request which is attempted by any method not specifically permitted, which is for any amount less than any minimum withdrawal requirement, or which exceeds any frequency limitation. Even if we honor a nonconforming request, repeated abuse of the stated limitations, if any, may force us to close the account. Cash withdrawals may be limited to \$2,000 per day. The drawing of conditional or post-dated checks is prohibited, and we may charge any conditional, post-dated, or stale-dated check against this account without regard to whether the condition stated has been met, the date of the check, or the age of the check. We are unable to look for special instructions or dates on each check. We will not be liable for any payment of checks contrary to the conditions or checks that are stale-dated or post-dated even if payment causes the account to have insufficient funds to pay other checks drawn on the account, unless you provided written notice of postdating as described in section 8, Stop Payments.

10. Telephone Transfers

You authorize us to transfer funds from one account to another based upon telephonic instructions from you. You can make transfers by calling **800.862.1998**. We will ask you for information to verify your identity and authority to make the transfer. Telephone transfers are accepted during our business hours and are posted on that day.

11. Automatic Transfers

You may authorize us to periodically transfer funds between your accounts. This service is available for transfers between your savings, checking, and loan accounts such as automatic monthly transfers from your checking account to your loan account.

12. Insufficient Funds and Overdrafts

We may return any item that is drawn against insufficient funds in your account. If we return any item that is drawn against insufficient funds, we will charge your account the “returned check fee” or the “returned ACH fee”. Any negative balance in your account is immediately due and payable, unless we agree otherwise in writing. We have the right to offset negative balances in your accounts using any funds, including Social Security funds that are deposited into any of your accounts excluding IRA funds. It is your responsibility to ensure funds are available in your account when you write a check, use your debit or ATM card, or authorize any other type of withdrawal.

13. Funds Transfers Governed by Article 4a

This section provides the terms and conditions which specifically relate to any transfer or receipt of funds that is governed by Article 4a of the Uniform Commercial Code. Generally, these are wire transfers or transfers through an automated clearing house (ACH) that are not otherwise governed by the Electronic Funds Transfer Act, but other types of transfers may be covered. Fedline is the automated clearing house that may be used for funds transfers. Regulation J governs fund transfers through Fedline. Credit given by us to you with respect to an ACH credit entry is provisional until

we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you agree that 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. We will not be liable on international wire transfers for any reason if the funds are not received or are misapplied during the wire transfer process. We have no control over how long an international wire transfer will take to be received and processed by the receiving financial institution. We will notify you of funds credited to your account through your account statement covering the period in which these funds were credited to your account. For funds received by wire transfer we may also provide you with a written receipt, but are not obligated to do so. All funds wired out of your account must be fully collected funds. Instructions for outgoing wire transfers will be received on any business day we are open. Any instruction for outgoing wire transfers received after 2PM will be processed the next business day (**Important: Wire transfers greater than \$10,000 need to be submitted in person by 12PM in order to be processed the same day**). In acting upon wire transfer instructions, we will request personal information in order to positively identify you and to verify your authority to make the withdrawal. You are responsible for obtaining the proper wiring instructions from the receiving financial institution. In some instances a receiving financial institution receives wires through another institution called its "correspondent". We must have the name of the correspondent and its routing and transit number to be able to process the wire. In acting upon funds transfer instructions, some financial institutions rely solely on the identifying number or account number accompanying the payment order to identify the person who is to receive payment. If you instruct us to make payment to a person and you identify that person by both a name and an identifying number or account number, payment may be made by that person's financial institution on the basis of the identifying number or account number even if the number identifies a person different from the person named as the beneficiary in your instructions to us. Additionally, if your payment instructions to us identify a financial institution that is to participate in the funds transfer both by name and an identifying number, any financial institution, including us, may rely on the identifying number as the proper identification of the financial institution that is to participate in the funds transfer even if it identifies a financial institution different from the financial institution identified by name. We may notify a Federal Reserve Bank of the relevant facts concerning an unauthorized or erroneously executed payment order within 30 calendar days after we receive notice from the Federal Reserve Bank that the payment order was accepted or executed.

14. Denial of Service Policy

In the event your activity results in a financial loss to us, you will be denied financial services until such time as the entire financial loss has been recovered or a repayment plan has been established. If you cause a financial loss, you will be limited to your right to maintain the minimum balance in the Primary Share and to your right to vote in annual and special meetings until restitution has been completed. Full member benefits will be restored subject to approval once restitution has been finalized or the agreed upon payment plan is accepted.

15. Closing Accounts

Any of your accounts except the Primary Share may be closed by us at any time. If we do so, we may send the balance on deposit to your most recent address shown on our records. Before we close your account, we will give you any notice required by law. However, when a checking account is in an overdraft position, or we have reason to believe funds will not be collectible, we will close the checking account immediately without notice. We will not be liable for any loss or damage that may result from dishonoring any of your items that are presented or otherwise received after your account is closed. The primary member is the only owner of the Primary Share that may close it without the consent of any joint owner(s). Any one of you or your legal representative(s) may close any account except the Primary Share. When you close your account you will be responsible for making sure there are sufficient funds in your account to cover all outstanding items to be paid.

16. Statements and Change of Address

Statements and other information regarding your account will be mailed to you at the last address you provided to us, unless you and we agree otherwise. It is your responsibility to keep us informed of your current address. A residential address is required to be on file at all times. If your account is a joint account, we may mail the statement to any of you. Your account may be charged a returned statement fee if your statements and other notices are returned as undeliverable. In order to keep the possibility of a loss to a minimum, you must carefully examine your statement and each credit and debit reflected on it. You must promptly report any errors, forgeries, unauthorized withdrawals, or alterations. In all cases, you must report any such information to us within 60 days after the statement is available. If you do not report this information to us within that time, you give up your right to contest the payment of any items reported in your statement and we can assume that you have accepted the reported charges and stated balance as being correct. This means we are released from all liability for the items we have charged to your account, and for all other transactions or matters covered by the statement.

17. Release of Account Information to Others

From time to time, we may release the information necessary to inform you of new products or services. Other times, we may be legally required to release information about your account to others. If your account is closed due to misuse on your part, we may be required to report that information to a credit bureau or an account verification service. Other examples include: 1) when verifying a check you wrote or authorizing an electronic withdrawal; or 2) when required by law or regulation or upon receipt of a court order, subpoena or search warrant.

To limit our sharing:

- Call 800.862.1998 to speak with a Member Service Representative
- Visit us online at TruStoneFinancial.org
- Mail a letter to: TruStone Financial, PO Box 1260, Minneapolis, MN 55440-1260

If you are a new member we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our member, we continue to share your information as described in this notice. However, you can contact us at any time to limit our sharing.

18. Notices

Any notice you send us will not be effective until it is actually received. Any notices, statements, or other correspondence we send you regarding any of your accounts may be sent by ordinary mail to the last address you have provided to us. If there is more than one owner on your account, notices, statements, and correspondence may be sent to any one of you or your representative(s). You assume the risk of loss in the mail. Any notice we send you will be effective when mailed to the address you or your representative(s) have provided.

19. Amendments

We may amend the terms and conditions of this disclosure, and any other disclosures you may have received at the time you opened your account. Before doing this we will give you notice. When required by law, notice will be mailed at least 30 calendar days before the effective date of the change. Notice of all other changes may be provided by posting the changes in our offices, enclosing the notice in a statement or mailing the notice to you at the address on file with us. If any part of these disclosures is found to be invalid, it shall not affect the validity of any other part of this Agreement.

Share Account Terms

To become a member-owner, you purchase one share in TruStone with the required minimum deposit at the time of application. This deposit is the par value of one share and must remain in the Primary Share to maintain credit union membership. Once you join, you become eligible to apply for other services. If the balance in your Primary Share falls below the required minimum and does not increase within 6 months of the reduction, it may be absorbed by a late charge upon authorization of the Board of Directors.

Shares may be transferred only from one member to another, by written instrument in such form as the Board of Directors may prescribe.

We reserve the right, at any time, to require you to give, in writing, not more than 60 days' notice of intention to withdraw the whole or any part of the amounts so paid in to the Primary Share.

You may not withdraw shareholdings that are pledged as required security on loans without the written approval of a loan officer, except to the extent those shares exceed your total primary and contingent liability to us.

You may not withdraw any shareholdings below the amount of your primary or contingent liability to us if you are delinquent as a borrower, or if borrowers for whom you are a co-maker, endorser, or guarantor are delinquent, without written approval of the loan officer, except those shares issued in an irrevocable trust as provided in our Bylaws are not subject to restrictions upon withdrawal except as stated in the trust agreement.

Sub-share Accounts Once you have established a Primary Share with the required minimum deposit, you are eligible to open sub-share accounts.

Checking Account Terms

1. Checks:

Only approved checking forms and other methods approved by us may be used to withdraw funds from this account.

2. Payment of Checks:

We are under no obligation to pay a check which was issued more than six months ago; or exceeds the balance in the checking account unless a source of overdraft protection is available.

3. Overdraft Protection:

You may authorize the payment of overdrafts from the following sources:

- a) An automatic transfer from your designated savings account to your checking account in any sum necessary to cover overdrafts up to the available balance in the share account. All transfers to the checking account will be in increments of \$100 up to the available balance in the savings account. All transfers shall be under the same member number.
- b) An automatic transfer from an approved Line of Credit under the same member number according to the terms of the loan agreement.
- c) An automatic transfer from the Business Line of Credit under the same account number according to the terms of the loan agreement.

4. Overdraft Privilege:

We are not obligated to pay any item presented for payment if your account does not contain sufficient **collected** funds. Rather than automatically returning, unpaid, any non-sufficient funds items you may have, if your "eligible account

type” has been open for at least 30 days and thereafter you maintain your account in good standing, which includes at least:

- a) Continuing to make deposits consistent with your past practices;
- b) You are not in default on any loan obligation to us;
- c) You bring your account to a positive balance (not overdrawn) immediately or as soon as possible and at least once every 30 days. You have no legal right to defer payment of your outstanding overdrafts including our fees; and
- d) Your account is not the subject of any legal or administrative order or levy, such as bankruptcy or a tax lien.

We will consider, without obligation on our part, approving your reasonable overdrafts up to your assigned Overdraft Privilege limit. This discretionary^{*} service will generally be limited a set overdraft (negative) balance for all personal and business checking accounts. This privilege does not apply to minor or Trust accounts.

Our normal fees and charges including, without limitation, our non-sufficient funds/overdraft fees will be included in these limits and will be charged for each transaction presented for payment against non-sufficient funds. We will charge our normal fee whether we approve the item for payment or not.

We **do** authorize and pay overdrafts for the following types of transactions: Checks and other transactions made using your checking account number and automatic bill payments

We **do not** authorize and pay overdrafts for the following types of transactions unless you authorize us to do so: ATM transactions and debit card transactions.

We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts including fees you owe us shall be due and payable immediately. If there is an overdraft paid by us on an account with more than one owner, each owner, and agent if applicable, drawing / presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts including our fees.

*** Always a DISCRETIONARY SERVICE** — Our Overdraft Privilege does not constitute an actual or implied agreement between you and us, nor does it constitute an actual or implied obligation of or by us. This service represents a purely discretionary courtesy or privilege we may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice, reason or cause.

Accounts may be charged the standard Overdraft fee of \$30.00 for handling each overdraft created by check, ACH, Point-of-sale, in-person withdrawal, ATM withdrawal, or other electronic item that is paid and \$30.00 for items returned. An overdrawn balance must be repaid within 30 days. We may not pay items under your Overdraft Privilege if you do not maintain your account in good standing by bringing your account to a positive balance within every 30 day period for a minimum of 24 hours, if you default on any loan or other obligation to TruStone Financial or if your account is subject to any legal or administrative levy.

5. Protecting Your Checking Account Number

Balance your checking account on a regular basis. If you furnish your checking account number to a telemarketer, the case can be made that it was an authorized transaction. Never share your checking account number.

Funds Availability Policy

We have implemented the following Funds Availability Policy. Members who withdraw funds pursuant to this policy remain responsible for transactions which are reversed or checks which are returned to us. Below is our general policy for deposits to accounts open for more than 30 days. Longer delays may apply, and different rules apply for checks deposited to accounts open 30 days or less.

Availability Timeline for Deposits to Established Accounts

When a deposit is made by...	Deposited funds are available...
Automated Clearing House (ACH) credit, Cash Electronic direct deposit, Wire transfer	The same business day
Check	The same business day for Special items and the next business day for Standard items, however, see “Longer Delays May Apply” below.

A business day is any day of the week except Saturday, Sunday, and Federal holidays. A deposit made in person during a business day is considered deposited that day. A deposit made after business hours, or on a day we are closed, is considered deposited the next business day. For the purpose of this policy, the following check types listed are considered Special Items (U.S. Treasury Checks made payable to you, State and Local government checks made payable to you, Cashier’s, Certified, Teller’s checks, Official bank checks, Traveler’s checks, and On-us checks made payable to you, Federal Reserve Bank checks, Federal Home Loan Bank checks, U.S Postal Service money orders, made payable to you). Funds up to \$5,000 from Special Item check deposits are available the day of deposit if made in person or by mail. Funds in excess of \$5,000 from these deposits will be reviewed by management on a case by case basis. Any checks not listed as a Special Item will be considered a Standard Item.

Availability Timeline for Deposits to New Accounts (Open 30 Days or Less)

When a deposit is made by...	Deposited funds are available...
Automated Clearing House (ACH) credit, Cash Electronic direct deposit, Wire transfer	The same business day
Special Item Checks	The first \$200 is available on the same business day if deposited with a teller or by mail. Up to \$5000 first business day after the day of deposit. Excess over \$5000 is available in five business days after the day of deposit. Subject to "Longer Delays May Apply" below.
Other Checks- For example, personal checks or off-us checks, standard item checks	In five business days after the day of deposit.

Longer Delays May Apply. Funds from check deposits may not be available according to the timelines described above. In some cases funds may be held for up to five business days. In these cases, the first \$200 of the deposit will be available on the same business day as the deposit. Funds from check deposits may be delayed for up to five business days if: 1. We believe a deposited check will not be paid. 2. You deposit checks totaling more than \$5,000 on any one day. 3. You redeposit a check that has been returned unpaid. 4. You have overdrawn your account repeatedly in the last six months. **Emergency Conditions.** In the case of an emergency condition, we may extend the hold placed on a check beyond the five business days but not more than a reasonable period following the end of the emergency or the time funds must be available for withdrawal under normal conditions, whichever is later. We will notify you if we delay your ability to withdraw funds, and we will tell you when the funds will be available. If you will need the funds from a check deposit right away, ask us when the funds will be available. **Deposits at Automated Teller Machines (ATM).** Funds from deposits (cash or check) made at TruStone Owned/Operated ATM will generally be available the first business day after the day of deposit, subject to the restrictions above. Funds from deposits (cash or check) made at any Non-Proprietary ATM will generally be available the second business day after the day of deposit, subject to the restrictions above. However, the first \$200 of the deposit will be available on the day of deposit. ATMs owned or operated by TruStone are located at most of our branch offices.

Phone Banking & Online Banking

Contact us immediately if you believe your Phone Banking or Online Banking password has been lost or stolen. Also, if your statement shows transactions you did not make, notify us immediately. Telephone Number and Address to Be Notified in Event of Unauthorized Transfer: If you believe your Phone Banking or Online Banking password has been lost or stolen or someone has transacted or may transact on your account without your permission, contact us immediately. Disclosure of Business Days are Monday through Friday. Holidays observed by us are not considered business days. Error Resolution Procedures: In case of errors or questions about your electronic transfers: contact us as soon as possible. If you think your statement or receipt is incorrect or if you need additional information about a transaction: a) Tell us your name and account number. b) Describe the error or the transaction and explain why you believe it is an error or why you need more information. c) Tell us the dollar amount of the suspected error. Termination of Electronic Funds Transfer Privileges: All of your electronic funds transfer privileges will end if you close your account with us. Either TruStone or you may also terminate specific electronic funds transfer services without closing your account. You may terminate a service by giving us written or verbal notice. We may terminate your right to receive electronic funds transfer privileges at any time without notice. We may or may not send you written notice of termination. Contact us 800.862.1998, or at TruStone Financial, Attn: E-Staff, P.O. Box 1260, Minneapolis, MN 55440-1260, or email estaff@trustonefinancial.org.

Transaction Limitations for All Savings

Regulation D requires that during any calendar month you may not make more than six withdrawals or transfers from your savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction. Transactions governed by Regulation D include, but are not limited to: 1. Automatic transfers from savings to checking for overdraft protection; 2. Automatic transfers from savings to any other account; 3. Telephone transfers from savings to any other account (including transfers made using Phone Banking and the fax machine); 4. Preauthorized payments from savings; and 5. Transfers from savings to any other account using Online Banking. Regulation D allows unlimited transfers or withdrawals from a savings account when made by mail, messenger, ATM, or in person or when such withdrawals are made by telephone provided a check is mailed to the member. Transfers to repay loans at the credit union and to pay safe deposit box rent are also unlimited.

TRUTH IN SAVINGS

Share Savings, Checking, Money Market, Health Savings (HSA)

- Dividends are calculated by the daily balance method which applies a daily periodic rate to the balance in the account each day.
- Dividends will begin to accrue on the business day you deposit non-cash items (e.g. checks) to your account.
- Dividends are paid from current income and available earnings, after required transfers to reserves at the end of the dividend period.
- If you close your account before dividends are paid; you will receive the accrued dividends.
- Dividends will be compounded monthly and credited to your account on every monthly statement or at the end of the calendar quarter and on the maturity date of your certificate.

Explanation of dividend period

- **Share Accounts:** The dividend period is quarterly; for example the first dividend period of the calendar year is January 1 through March 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period.
- **Money Market, Checking and HSA accounts:** The dividend period is monthly; for example, the first dividend period of the calendar year is January 1 through January 31. All other dividend periods follow this same pattern of dates. The dividend declaration date is the ending date of a dividend period.

UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) OF 2006

Subject to Uniform Commercial Code Article 4A. The UIGEA, signed into law in 2006, prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful Internet gambling. The Dept. of Treasury and the Federal Reserve Board have issued a joint final rule, Regulation GG to implement this Act. As defined in Regulation GG, unlawful Internet gambling means to “place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State Law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made”. As a member of TruStone, these restricted transactions are prohibited from being processed through your account relationship with us. If you do engage in an Internet gambling business and request to open a new account with us, we will require that you provide evidence of your legal capacity to do so. Please see one of our Managers if you would like additional information on UIGEA or Regulation GG.

DISCLOSURES REGARDING ELECTRONIC “WHOLESALE CREDIT” TRANSACTIONS

Subject to Uniform Commercial Code Article 4A

Provisional Payment: Credit given by us, to you, with respect to an Automated Clearing House (ACH) credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such 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 of Entry: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of the ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statement we provide to you.

Choice of Law: We may accept on your behalf, payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which 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 of Minnesota, as provided in the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account.

Fee Schedule: Effective December 6, 2018

ATM/Debit Card Fees

ATM Volume Fee: The first 5 ATM withdrawals made at non-TruStone Financial owned ATMs in each month are free. Each subsequent non TruStone-owned ATM withdrawal is \$3.00. Card Replacement Fee \$5 per card. Rushed Card Fee \$20 per card

Checking Account Fees

Value Checking– no minimum balance service fee.

Premium Checking – \$5 if balance falls below \$300 at any time during the statement cycle.

TruRate Checking - \$20 if balance falls below \$2,000 anytime during the statement cycle.

Business Checking - \$15 monthly service fee, unlimited checks and debits.

Small Business Checking – Checks \$0.25 each after 20. No monthly fee or minimum balance fee.

Gift Card Fees: Visa Gift Card - \$3.95 per card, Visa Reloadable Card - \$9.95 per card

Non-Sufficient Funds (NSF) Fees

Overdraft fee - \$30 per transaction that is paid with insufficient **collected** funds in the account
 Returned Item - \$30 per ACH and check transaction that is paid with insufficient **collected** funds in the account.
 Returned Deposit- \$15 per deposited check paid with insufficient **collected** funds in the account.

Credit Card - Personal Service Fees

Late Fee \$25 / Returned Payment \$25 / Replacement Card \$20 / Sales Draft Copy \$6 / Special Delivery starts at \$20 and up

Credit Card - Business Fees

Business Late Fee \$35 / Business Returned Payment \$25 / Replacement Card \$20 / Sales Draft Copy \$6 / Special Delivery \$20

Other Account Service Fees

Cashier's Check	1 free each day, \$1 thereafter	Inactive Account	\$10 per month
Check Copy	\$5 per check	Lien Release	\$20 per duplicate
Closed Account	\$20 if closed within 6 months	Reconciliation & Research	\$40 per hour pro-rated to next quarter hour
Coin Counting	10% for non-member	Returned Mail	\$10 per occurrence
Collection	On bank where check is drawn	Satisfaction of Mortgage	\$20 per duplicate
Dormant Account	Up to \$100 at time of escheat	Statement Copy	\$5 per statement
Empty ATM Envelope	\$25 per envelope	Stop Payment	\$30 per order
Express Pay	\$15 per transaction	Stop Payment Release	\$10 per order
Force Closure	\$25 if TruStone closes	Telephone Transfer	\$2 per request
Foreign Check Collection	\$40 - \$80 per check Varies on foreign bank	Wire Transfer Fees	
Foreign Check Handling	\$5 per check	Outgoing Transfers	\$25 per domestic wire \$60 per foreign wire
Garnishment/Levy	\$100 per order	Incoming	\$5 per wire

Safe Deposit Boxes

Drilling \$200, Late Payment \$10, New Keys \$20

MN Safe Deposit Box locations

Boone Ave, Burnsville, Highland, Oakdale and Roseville

Annual rental rates:

2x5	\$25.00	5x10	\$70.00
3x5	\$30.00	10x10	\$125.00
5x5	\$40.00	15x10	\$145.00
3x10	\$50.00		

WI Safe Deposit Box locations

Green Bay Road, Northside and Oak Creek

Annual rental rates:

3x5	\$25	3x10	\$35
5x10	\$50	10x10	\$65

Available box size varies by branch. Call 800.862.1998 for availability.

Rate Information:

These are prospective dividend rates and anticipated Annual Percentage Yields (APY) for the current dividend period and may change at any time without limitations as determined by the TruStone Board of Directors. To confirm the current rates, call 763.591.4949 or 800.343.8328. The dividend rates on certificates will be in effect until the maturity date.

Your Savings Are Insured Up To \$250,000.

\$250,000 per member is insured by the National Credit Union Administration (NCUA), a U.S. Government Agency.

