

# **DISCLOSURES AND FEES**

## **FALCON NATIONAL BANK'S PRIVACY POLICY**

### **OUR PRIVACY COMMITMENT TO YOU**

Protecting your privacy is important to Falcon National Bank of Foley, the Board of Directors and employees. We want you to understand what information we collect and how we use it. In order to provide our customers with a broad range of financial products and services as effectively and conveniently as possible, we use technology to manage and maintain customer information. The following policy serves as a standard for all Falcon National Bank employees for collection, use, retention and security of nonpublic personal information.

### **OUR SECURITY PROCEDURES**

We also take steps to safeguard customer information. We restrict access to your personal and account information to those employees who need to know that information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal standards to guard your nonpublic personal information.

### **WHAT INFORMATION WE COLLECT**

We may collect nonpublic personal information about you from the following sources:

Information we receive from you on applications or other loan and account forms.

Information about your transaction with us, our affiliates, and/or other;

Information we receive from third parties, such as consumer reporting agency.

“Non public personal information” is nonpublic information about you that we obtain in connection with providing a financial product or service to you. For example, nonpublic personal information includes information regarding your account balance, payment history, and overdraft history.

### **WHAT INFORMATION WE DISCLOSE**

We are permitted under law to share information about our experience or transactions with you or your account (such as your account balance and your payment history with us) with companies related to us by common control or ownership (“affiliates”). Even though we are permitted by law to share information about you or your account, Falcon National Bank prefers to not share any information with affiliates.

We also are permitted under law to disclose nonpublic personal information about you to “nonaffiliated third parties” (i.e. third parties that are not members of our corporate family) in certain circumstances. For example, we may disclose nonpublic personal information about you to such third parties to assist us in serving your loan or account with us; to government entities in response to subpoenas; and to credit bureaus. We do not disclose any nonpublic personal information about you to any other third parties, except as permitted by law.

If you decide to close your account(s) or become an inactive customer, we will continue to adhere to the privacy policies and practices described in this.

### **TIPS TO HELP YOU PROTECT YOUR CUSTOMER INFORMATION**

If you suspect that someone has had unauthorized access to your account with us, or access to your personal identifying information such as your Social Security number or credit card information, please notify us immediately so we can take action to protect you. In addition, you should also report crime to your local law enforcement agency and to: The Federal Trade Commission (FTC), 1-877-IDTHEFT (1-877-438-4338) toll free.

## **FUNDS AVAILABILITY DISCLOSURE**

This policy statement applies to “transaction” accounts. Transaction accounts, in general, are accounts which permit an unlimited number of payments to third persons and an unlimited number of telephone and preauthorized transfers to other accounts of yours with us. Checking accounts are the most common transaction accounts. Feel free to ask us whether any of your other accounts might also be under this policy.

Our policy is to make funds from your deposits available to you on the first business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

Please remember that even after we have made funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 PM Monday through Friday on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 PM Monday through Friday or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

If you make a deposit at an ATM before 1:00 PM on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit at an ATM after 1:00 PM or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

### **LONGER DELAYS MAY APPLY**

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. However, the first \$100 of your deposits will be available on the first business day after we receive your deposit.

If we are not going to make all the funds from your deposit available on the first business day after we receive your deposit, we will notify you at the time you make your deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

We believe a check you deposited will not be paid.

You deposit checks totaling more than \$5,000 on any one day.

You redeposit a check that has been returned unpaid.

You have over drawn your account repeatedly in the last six months.

There is an emergency, such as a failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

### **HOLD ON OTHER FUNDS (CHECK CASHING)**

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

### **HOLD ON OTHER FUNDS (OTHER ACCOUNT)**

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

### **FUNDS AVAILABILITY DISCLOSURE**

Our general policy is to allow you to withdraw funds deposited in your account on the first business day after the day we receive your transaction. We reserve the right to place a hold on funds already on deposit in any of your accounts for a check deposited or cashed even if the transaction is not drawn on our bank. Funds from electronic transactions will be available on the day we receive the transaction. In some cases, we may delay your ability to withdraw funds beyond the first business day. Then, the funds will generally be available by the fifth business day after the date of the transaction.

### **SPECIAL RULES FOR NEW ACCOUNTS**

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers and the first \$5,000 of a day's total deposits of cashier's certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit.

Funds from all other check deposits will generally be available on the eleventh business day after the day of your deposit.

## **ELECTRONIC FUND TRANSFERS**

### **YOUR RIGHTS AND RESPONSIBILITIES**

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. You should keep this notice for future reference.

### **TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS**

Prearranged Transfers.

Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings.

Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking and/or savings.

Telephone Transfers. You may access your account(s) by telephone at 1-877-368-2265 using a touch tone phone, your account numbers, and your personal identification number (PIN) to:

Transfer funds from checking to savings.

Transfer funds from savings to checking.

Get checking account(s) information.

Get savings account(s) information.

ATM Transfers. You may access your account(s) by ATM using your Instant Cash Card (Not available on some accounts) and personal identification number to:

Get cash withdrawals from checking accounts you may withdraw no more than \$200.00 per day.

Get cash withdrawals from savings accounts you may withdraw no more than \$200.00 per day.

Transfer funds from savings to checking.

Transfer funds from checking to savings.

Get checking account(s) information.

Get savings account(s) information.

A service fee of \$1.50 will be assessed per transaction made at ATM's, except those operated by Falcon National Bank, or located onsite at Well's Fargo Bank.

Computer Transfers.

You may access your account(s) by computer at [www.falconnational.com](http://www.falconnational.com) to:

Transfer funds from checking to savings.

Transfer funds from savings to checking.

Make payments from your checking account to any payee within the United States.

Get checking account(s) information.

Get savings account(s) information.

Point-of Sale Transactions.

Using your Card:

You may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer) get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

You may not exceed more than \$1000.00 in transaction per day.

Electronic Check/Draft Conversion. You may access your account(s) with check writing capabilities by electronic check or draft conversion. Your authorization to make these types of electronic funds transfers may be expressed in writing or implied through the posting of a sign.

Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. In some cases, your authorization can occur when the merchant posts a sign informing you of their policy. In all cases, the transaction will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should

only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Electronic check conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Electronic returned check charge. You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds.

**TEMPORARY LIMITATIONS.** The following services will not be available until your identity is verified. Once your identity has been verified, any limits disclosed to you will apply. When applicable, ATM/POS cards may not be issued until all signer identities have been verified.

## **FEES**

A service fee of \$2.00 will be charged for a new Instant Cash or Instant Cash & Check Card Personal Identification Number (PIN).

A service fee of \$15.00 will be charged for issuance of any Instant Cash Instant Cash & Check Card after the first one is issued for free.

Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

## **DOCUMENTATION**

Terminal Transfers. You can get a receipt at the time you make any transfer to or from your account using one of our automated teller machines or point-of-sale terminals.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed at the end of this document to find out whether or not the deposit has been made or for Online customers you can go to [www.falconnational.com](http://www.falconnational.com) to view your account activity.

In addition, you will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

## **TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS.**

Withdrawals made at a terminal will normally be completed and charged to your account within 2 business days.

Transfers between accounts will normally be completed within 2 business days.

You cannot reverse a point-of-sale transaction.

## **PREAUTHORIZED PAYMENTS**

Right to stop payment and procedure for doing so. If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's How: Call or write us at the telephone number or address listed below, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

Falcon National Bank, 183 Cedar Drive, Foley, MN 56329, (320) 968-6300

We charge \$20.00 for each stop payment.

## **IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT**

### **Substitute Checks and Your Rights**

What is a substitute check?

To make check processing faster, federal law permits banks 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 checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

Falcon National Bank, 183 Cedar Drive , PO Box 366, Foley, MN 56329, (320) 968-6300

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);

An estimate of the amount of your loss;

An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

A copy of the substitute check

## TRUTH IN SAVINGS DISCLOSURE

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular. We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

Variable Rate: The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change.

At our discretion and at any time we may change the interest rate on your account

Frequency of rate change- we may change the interest rate on your account at any time

### Minimum Balance Requirements:

To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$.01 in the account each day.

A minimum opening deposit of \$50.00 is required for H.S.A. accounts if opened Online

An annual fee of \$25 will be imposed one month after account opening and annually thereafter.

Frequency: Interest will be compounded monthly. Interest will be credited to your account monthly.

Effect of closing an account- If you close your account before interest is credited, you will receive the accrued interest.

Daily Balance Method. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.

Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks).

If the account is closed, a \$30.00 closing fee will be imposed.

The following tiers will apply to this account at the time of opening

<b>Tiers</b>	<b>Balance</b>	<b>Rate</b>	<b>APY</b>
Tier 1	\$ .00 - \$499.99	.50%	.50%
Tier 2	\$500.00 - \$4,999.99	1.24%	1.25%
Tier 3	\$5,000.00 - \$9,999.99	1.74%	1.75%
Tier 4	\$10,000 - \$24,999.99	2.23%	2.25%
Tier 5	\$25,000.00 – And above	2.72%	2.75%

Contact us at (320) 968-6300 for interest rates.

Check images returned in statements

### IF YOU CONTRACT FOR BROKERAGE SERVICE THE FOLLOWING RULES APPLY:

A minimum opening deposit of \$1,000 is required

A minimum balance of \$1,000 is required

If your balance goes below \$1,000 any time during the statement period you will be charged \$10.00 for that statement period.

## Terms and Conditions of Your Account

**Agreement-** This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us.

This agreement is subject to applicable federal laws and the laws of the state of Minnesota (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

- (1) summarize some laws that apply to common transactions;
- (2) establish rules to cover transactions or events which the law does not regulate;
- (3) establish rules of certain transactions or events which the law regulates but permits variation by agreement; and
- (4) give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document.

As used in this document the words “we,” “our,” and “us” mean the financial institution and the words “you” and “your” mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

**LIABILITY-** You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and can be deducted directly from the account balance whenever sufficient funds are available. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft. This includes liability for our costs to collect, the deficit including, to the extent permitted by law, our reasonable attorneys’ fees.

**DEPOSITS-** We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn “on us”). Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our “daily cutoff time” on a business day we are open, or received on a day we are not open for business, as if initiated on the next following business day that we are open.

**WITHDRAWALS-** Unless clearly indicated otherwise on the account records any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we

can not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy to disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosures do not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

We may require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account other than a time deposit. Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

**ACH AND WIRE TRANSFERS-** This agreement is subject to Article 4A of the Uniform Commercial Code in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-406(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**OWNERSHIP OF ACCOUNT AND BENEFICIARY DESIGNATION-** These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds. **Individual Account-** is an account in the name of one person. **Joint Account- With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intend that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor (s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account- No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signature" necessary for withdrawal. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

**BUSINESS ACCOUNTS-** Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. We may require the governing body of the legal entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the legal entity.

**STOP PAYMENTS-** You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not, if you have an equal or greater right to withdraw from this account than the person who signed the item. A release of the stop-payment request may be made only by the person who initiated the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item.)

**ADMENDMENTS AND TERMINATION-** We may change any terms of this agreement. Rules governing changes in interest rates are provided separately. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Notice from us to any one of you is notice to all of you.

**STATEMENTS-** You must examine your statement of account within “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer. You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures alterations, forgeries, or any other errors in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

**ACCOUNT TRANSFER-** This account may not be transferred or assigned without our prior written consent.

**DIRECT DEPOSITS-** If, in connection with a direct deposit plan, we deposit any amount in an 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 the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT-** if this option is selected we may restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF-** We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ 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 set off, including any balance the due date for which we properly accelerate under the note. This right of setoff does not apply to this account if: (a) it is an IRA or other tax-deferred retirement account, or (b) the debt is created by a

consumer credit transaction under a credit card plan ( but this does not affect our rights under any consensual security interest), or (c) the debtor’s right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

**FACSIMILE SIGNATURES-** You authorize us, at any time, to charge you for all checks, drafts, or other orders, from the payment of money, that are drawn on us regardless of by whom or by what means the facsimile signatures(s) may have been affixed so long as they resemble the facsimile signature specimen on page 1 of this agreement, or that are filed separately with us, and contain the required number of signatures for this purpose.

**AUTHORIZED SIGNER (Individual Accounts only) A single individual is the owner.** The authorized signer is merely designated to conduct transactions on the owner’s behalf. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

**RESTRICTIVE LENGEDS-** We are not required to honor any restrictive legend on checks you write unless we have agreed in writing to the restriction. Examples of restrictive legends are “must be presented within 90 days” or “not valid for more than \$1,000.00”

**Schedule of Fees**

Account Closure (non-HSA)	
(If new within 90 days) .....	\$25.00
Account Closure (HSA & IRA Accounts) .....	\$30.00
ACH Fees:	
Personal (ACH entry).....	FREE
Business or DBA/Bill Coll./Payroll etc.	
File Fee .....	\$8.00
ACH Return .....	\$5.00
Amortization Schedule.....	\$3.00
Automated Teller Machines (ATM) Transactions	
ATM owned by Falcon National Bank .....	FREE
ATM’s (On Well’s Fargo bank premises) .....	FREE
ATM’s other/ per transaction .....	\$1.50
ATM/Foreign Transactions	
Visa pass-through.....	1% of amt
New ATM Personal Identification Number (PIN).....	\$2.00
ATM Monthly Card Fee (Per Card) HSA exempt .....	\$1.50
Debit Card Monthly Fee (Per Card) HSA exempt .....	\$1.50
Debit Card Fee is waived if point of sales purchases is greater than or equals four times per use in statement period per account.	
Debit Card Foreign Transaction	
Visa pass-through.....	1% of amt
Dormant (if balance falls below \$100.00)	
Monthly fee .....	\$3.00
Certified Checks.....	\$10.00

Cash Management for Business accounts

Monthly fee .....	\$15.00
Cashier Checks.....	\$4.00
Coin Counting.....	(customer = free) (non-customer= 10% of amt)
Fax Outgoing.....	\$1.50 per page
Coupons.....	\$15.00/envelope
HSA Debit/ATM Card issued .....	\$15.00 (first card free)
HSA Annual Fee .....	\$25.00
Collection item (US funds & Canadian) .....	\$ 5.00
Foreign Check Collection (other)	
Payer Bank fee + .....	\$30.00
Foreign Currency .....	\$15.00
Image Copy .....	\$ 1.00
Levies/Garnishments.....	\$50.00
Locked Annual Rent Night Deposit Bags.....	\$20.00
Night Depository Key Deposit.....	\$ 5.00
Zippered Depository Bag (per bag).....	\$ 5.00
Money Orders.....	\$ 3.00
Notary Service (customer) .....	FREE
Notary Service (non-customer).....	\$ 1.00
NSF Return unpaid item(s) charge.....	\$30.00
NSF Paid item(s) charge .....	\$30.00
Overdraft Accrual Charge Annualized	
Business Accounts .....	18% Annual Percentage Rate
Photocopy.....	\$ .50
Return Check Fee .....	\$ 5.00
Replacement Costs	
Lost Key .....	\$10.00
Replacement PIN# .....	\$ 2.00
Lost Instant Cash & Check Card.....	\$15.00
Research .....	\$25.00 per hour
Safe Deposit Boxes .....	prices vary
Drilling .....	\$25.00 plus direct costs
Statement (special handling).....	\$5.00 a month
Copy of Statement	
Snapshot .....	\$1.00 per statement
Archived Past Statement .....	\$3.00 per statement

With Images .....	\$5.00 per statement
Account Reconciliation (first time).....	FREE
Additional.....	\$25.00 per hour
Stop Payment .....	\$25.00
Sweep Transaction .....	\$ 5.00
Travelers Checks .....	\$1/100, \$10.00 maximum
Wire Transfers	
In (customer) .....	\$10.00
In (non-customer).....	\$10.00
Out.....	\$20.00
Foreign (outgoing) .....	\$30.00
Signature Guarantee (customer).....	\$10.00
Signature Guarantee (non-customer) .....	\$35.00
Online Banking Access Fee .....	FREE
Online Bill Pay Fee Monthly (unlimited trans.).....	\$ 4.95
Telephone Banking .....	FREE
Check Cashing (checks drawn on us) .....	FREE
Checks not-on-us, per \$100.00	
Customers with a combined balance equaling or greater than \$100.00.....	FREE
Fee for customers with combined balance less than \$100.00 .....	\$4.00 per \$100.00