

Effective 10/23/2007

General Provisions

- 1. Legal Effect of this Agreement.** The terms and conditions set forth in this agreement (the "Agreement") govern all deposit accounts opened or maintained at Sutton Bank, on or after the effective date shown in this Agreement. Throughout this Agreement, Sutton Bank, will be called "the Bank" and you, the person(s), partnership, corporation, limited liability company, association or other entity that opens or maintains one or more deposit accounts at the Bank, will be called "you" or "your" in the possessive case. If you open an account with the Bank and sign a Sutton Bank signature card (the "Signature Card"), or if you continue to use or maintain your deposit account at the Bank after the effective date of this Agreement, you are agreeing to the bylaws of the Bank and the terms and conditions contained in this Agreement, as both are now in effect or are hereafter amended, and you agree that the Bank's bylaws and this Agreement are binding on your heirs, successors, representatives, agents and assigns. The account information schedules for your account (the "Miscellaneous Fee Schedule"), as amended from time to time, listing applicable fees and charges are incorporated into this Agreement by this reference. This Agreement is a legally binding contract. Please note it can only be modified as provided in the Agreement. In establishing or maintaining an account with the Bank, you acknowledge and agree that our relationship is solely that of debtor and creditor and that the Bank is not acting as a fiduciary for you or your benefit (including, without limitation, with respect to accounts with an agency or other fiduciary designation). A reproduction of this Agreement is available at www.Suttonbank.com, at any branch location, via mail at Sutton Bank, P.O. Box 505, Attica, OH 44807, via e-mail at custservice@suttonbank.com or by calling 1-800-422-3641. If there is a conflict between this Agreement and something said by an employee or officer of the Bank, this Agreement will control.
- 2. Deposit Products.** The Bank offers a great variety of financial services and deposit products. This Agreement covers all types of deposit accounts offered by the Bank, now or in the future, and the term "account(s)" shall include checking accounts, savings accounts, demand deposit accounts, money market deposit accounts, and certificates of deposit. This Agreement does not cover products such as loans, safe deposit boxes, credit cards or other non-deposit products that the Bank may offer now or in the future. In addition, some deposit accounts involve special rules that are not set forth in this Agreement; these accounts include IRA's, KEOGH Plans and other similar plans and certificates of deposit. While this Agreement is generally applicable to these accounts, they are also subject to additional rules designed to take their unique characteristics into account. To the extent this Agreement and those rules conflict, those rules will control.
- 3. Effect of State and Federal Laws and Regulations.** The deposit relationship between you and the Bank is governed primarily by this Agreement. But it is also governed by the laws of the United States; the rules and regulations of the Board of Governors of the Federal Reserve System and various Federal Reserve Banks; the rules and regulations of other proper bank supervisory authorities and other governmental agencies; applicable clearinghouse rules; and applicable state laws and regulations. If you opened your account at one of the Bank's branches or if it was opened by mail or electronically through the Internet, the applicable state law and regulations are those of the State of Ohio. If any terms of this Agreement are in conflict with applicable law, those terms will be nullified to the extent they are inconsistent with the law, and the applicable law will govern. If any provision of this Agreement is declared to be invalid, unenforceable or illegal, that part will not affect the validity of the other provisions.
- 4. Waiver of Notice.** By signing the Signature Card or continuing to use or maintain your account after the date printed in this Agreement, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposit in your account is dishonored and returned to the Bank, the Bank is not required to notify you of the dishonor.

5. **Waiver of Rights by the Bank.** The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with you with respect to any transaction or series of transactions. Any waiver will not affect the Bank's right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to other transactions with you and is not sufficient to modify the terms and conditions of this Agreement.
6. **Modifications of the Agreement by the Bank.** The Bank reserves the right to modify the terms (including the right to convert your account from one product to another) of this Agreement at any time. Unless otherwise required by law, the Bank may modify this Agreement by mailing to you, in your statement or to your statement mailing address, a written notice of the modification. Unless such modification is favorable to you or is required by an emergency situation (in which case the Bank will give you such notice as the Bank deems practicable), a modification will become effective 21 days (or such later time as required by law) following the date of mailing unless you consent to an earlier date. Except as otherwise noted in this Agreement, modification or changes in interest rates on interest-bearing accounts shall be made at the Bank's sole discretion.
7. **Right to Refuse Account and Termination of Agreement.** The Bank reserves the right to refuse to open or maintain any account with any person or organization. Moreover, this Agreement can be terminated (and your account closed) by the Bank at any time by written notice. Such a termination will not release you from any fees or other obligations incurred before the termination, those you incur in the process of closing out your account, or for your liability for outstanding checks, other items or as may be permitted by law. You agree that notice of termination of this Agreement by the Bank will be reasonable if it is mailed to your mailing address as shown on the Bank's records at least ten (10) days prior to the date of the termination. You agree also that the Bank may close your account without giving you prior notice if it has a negative balance, or the Bank reasonably believes that it evidences unusual or suspicious activity.
8. **Notices.** Any written notice you give to the Bank is not effective until it is actually received by the Bank and the Bank has had a reasonable opportunity to act upon the notice. Any written notice the Bank gives you is effective when it is deposited in the United States mail to the last known address as reflected on the records of the Bank. Notice to any one owner of an Account is notice to all owners of that account.
9. **Bank Cards.** If the Bank issues a bank card(s) to you for conducting transactions at Automated Teller Machines ("ATMs"), debit transactions for purchasing goods or services from merchants and/or for identification purposes, you agree that any such card is the property of the Bank and may be canceled by the Bank at any time without notice to you and must be surrendered upon the Bank's request. You acknowledge that the Personal Identification Number ("PIN") assigned to you for use with a bank card has the same legal effect as your signature and is personal and confidential. You agree to take all reasonable precautions so that no one else learns the PIN, including not communicating or disclosing the PIN to any other person, not writing the PIN on your bank card, and not keeping a record of your PIN in the same wallet or place as your bank card. You agree that if you give your bank card and PIN to another person, you will be responsible for any use of the card by such person, even if the other person uses the card and PIN in an amount that exceeds any limit you placed on such usage. You agree to report to the Bank any loss or theft of your bank card or any other problem concerning your Account. Your rights and liabilities will be as set forth in the Regulation E - Electronic Funds Transfer Disclosure Statement portion of this Agreement.

Ownership of Accounts

1. **Ownership Designation.** The classification of your account as an individual account or a business account, and the form of ownership of your account, are designated on the Signature Card you sign when you open the account. The Bank may rely on the classification and form of ownership for an account set forth on the Signature Card for all purposes relating to the account. To the extent the Bank's records and the Signature Card conflict regarding the form of ownership, the Signature Card will control. To the extent the

Signature Card is lost, destroyed, illegible or otherwise unavailable, or, in the sole judgment of the Bank, incapable of reasonable interpretation, the Bank's records shall control. The provisions of this Part describe the rules applicable to the various account classifications and forms of ownership available. Only the provisions relating to the classification and form of ownership designated on the Signature Card apply to your account.

2. **Consumer Accounts - Individual Accounts.** Consumer accounts are those established that are not business accounts as defined later in this Agreement. By opening an account that is designated as an individual account on the Signature Card you are considered by the Bank as the sole owner of the account.
3. **Consumer Accounts - Joint Accounts.** A consumer account opened by two or more persons is deemed to be a joint account. It is your responsibility to determine the legal effect of opening and maintaining a joint account. The types of joint accounts are:
 - **Joint Account - With Survivorship (And Not As Tenants In Common)** - is an account in the name of two or more persons. Each of you intends 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 signatures" necessary for withdrawal.
 - **Revocable Trust or Pay-On-Death Account** - Pay-On-Death accounts may be created only if the account is owned by one person. Revocable Trust accounts may be created by accounts with one or more owners. If two or more of you create a Revocable Trust account, you own the account jointly with survivorship. Beneficiaries of either of these account types cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of the owner(s) of the account, such beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either a Pay-On-Death or Revocable Trust account reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.
4. **Business Accounts.** Business accounts are those established by any partnership, corporation, Limited Liability Company, association or other entity operated on a for-profit basis; all corporations and associations operated on a not-for-profit basis; all governmental units; and any individual who intends to use the account as a sole proprietor for any trade or business. The classification and form of ownership of a business account are as designated on the Signature Card.

The business and each person who signs the Signature Card, any resolution or any other separate written authorization concerning an account, represents to and agrees with the Bank that (a) the business has taken all actions necessary to open and maintain the account, (b) all resolutions or other authorizations given to the Bank by or on behalf of the business are true, accurate and complete in all respects, (c) all assumed or fictitious names used by the business have been duly registered or filed with the applicable governmental authorities, and (d) each person whose name is written or printed on the Signature Card, any resolution, or any other separate written authorization concerning the account has complete authority to bind the business in all transactions involving the account.

The business agrees to notify the Bank promptly in writing of any change in its form or jurisdiction of organization or ownership or in the authority of any person with

respect to the account or any transactions relating to it. The Bank also reserves the right to require a partnership, corporation or other legal entity to give separate written authorization telling the Bank who is authorized to act on its behalf. The Bank is authorized to follow the directions of a person designated as having authority to act on the entity's behalf until the Bank receives written notice that the authority has been terminated and has had a reasonable time to act upon that notice.

5. **Agency and Fiduciary Accounts.** Any individual(s) acting as an agent, guardian, personal representative, attorney-in-fact, custodian or some other fiduciary capacity (individually and collectively, an "Agent") must be designated by the Bank as such on the Signature Card. While your Agent may have a fiduciary relationship with you with respect to an account with such a designation, you agree that the Bank's relationship with you continues to be solely that of debtor and creditor. The Bank is authorized to follow the directions of your Agent regarding your account until the Bank receives written notice that the agency has been terminated and it has had a reasonable opportunity to act upon the notice.

The Bank has the right to review and retain a copy of any power of attorney, agency agreement, trust agreement, court order or other document that has established the agency or other fiduciary relationship and may charge a service fee for the review of such document. Following such review, the Bank may refuse to honor the document creating the agency or fiduciary relationship and you acknowledge and agree that the Bank shall not be liable to you if the document creating the agency or fiduciary relationship, such as a power of attorney, is subsequently determined to be valid pursuant to applicable law. The Bank has the right to request the production of the original document establishing the agency or other fiduciary relationship and may require that the signatures executing the original document be notarized or that other proof of the authenticity of the document and/or its continued effectiveness be provided. Unless the Bank receives a complete copy of the Agency Agreement, Trust Agreement, Court Order or other document under which the account is opened, the Bank is authorized to follow the instructions of your Agent without determining if those instructions are contrary to or prohibited by such document.

The Bank is not liable for the misapplication of funds from your account by your Agent. In consideration for permitting agency and fiduciary accounts, you agree to indemnify and hold the Bank harmless from any and all damages, losses, costs or expenses incurred by Bank arising out of or related to the Bank permitting an Agent to transact on an account including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law.

6. **Custodian Accounts.** The custodian of all custodial accounts under the Uniform Gifts to Minors Act, the Uniform Transfers to Minors Act, or similar law, must notify the Bank immediately in writing upon the death of the minor or upon the minor attaining the age of majority. After notifying the Bank of either of these events or upon the Bank's receipt of satisfactory evidence that either of these events has occurred, the custodian's authority over the account continues only to the extent permitted by applicable law. Before the Bank receives such notice or evidence, the Bank may honor any checks, drafts or other instructions of the custodian without incurring any liability to the minor or to any third party, and the custodian will be liable to the Bank for any loss or expense it incurs because of the failure to give prompt notice.

Upon the death, incapacity or resignation of any custodian, the Bank will recognize a successor custodian properly designated by the previous custodian pursuant to applicable law. If no successor custodian has been so designated, the Bank will only recognize a successor custodian who is assuming the position in accordance with applicable law.

7. **Revocable Trust For or Payable on Death Accounts.** If two or more of you create such an account, you own the account jointly with survivorship. Beneficiaries acquire the right to withdraw only if: (1) all persons creating the account die; and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, such beneficiaries will own this account in equal shares, without the right of

survivorship. Any such beneficiary may withdraw all or any part of the account balance. The person(s) creating either of these account types reserves the right to: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the deposit at any time.

8. **Other forms of Ownership.** The Bank may at its sole discretion establish accounts with other types of ownership pursuant to applicable law. If you have questions regarding special ownership arrangements, please inquire at a Bank branch office.

Rules Governing Deposit Accounts

1. Deposit of Items.

- a. Once your account is opened, you may make deposits in person, by mail or by any other method the Bank makes available, such as its automated teller machines. The Bank reserves the right to limit, refuse or return any item you attempt to cash or submit for deposit or collection (including, without limitation, items that have been endorsed more than once). You are required, unless special arrangements are made with the Bank, to use your personalized deposit slips in order to help the Bank credit deposits to your account as soon as possible and to minimize errors. If you do not use your personalized deposit slips, you agree that the Bank will not be liable to you for any errors resulting from your use of a counter deposit slip, whether completed by you or a Bank employee. All deposits are accepted subject to verification. You should retain your copy of the receipt and any other documents which evidence your deposit. If you claim that a deposit was not properly credited to your account, the Bank may ask you to show your receipt. The Bank is not responsible for deposits made by mail, night depository or other outside depository until the Bank actually records the receipt of those deposits in its books and records. You are responsible for reconstruction and proof of loss of any items included in deposits which are lost or stolen in transit before the Bank has received and accepted the deposit. Further, you agree to fully cooperate and assist in the reconstruction and proof of loss of any items included in deposits that are lost or stolen in transit after
- b. the Bank has received and accepted the deposit. The Bank's records will be conclusive proof of the receipt or non-receipt of a deposit. You should not mail cash deposits.

If you fail to endorse an item that you submit for deposit, the Bank has the right, but is not obligated, to supply the missing endorsement. The Bank may require that items with more than one payee be personally endorsed by each of the payees. You agree to reimburse the Bank for any loss or expense, including without limitation reasonable attorneys' fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, that the Bank incurs because you fail to endorse an item exactly as it is drawn or if any endorsement is not contained in the first one and one-half inch (1 ½ in.) area on the back of the item at the end of the item where the words "pay to the order of" appear on the front of the item.

Deposits may be made in person or at one of the Bank's branches during posted business hours. If the Bank receives an item on a weekend, holiday or after the Bank's cutoff hour on a business day, the item is deemed to have been received on the Bank's next business day. The Bank's business days and cutoff hour are posted at the Bank's offices and are subject to change from time to time at the Bank's discretion. Except to the extent additional notice is required by law, any change in the Bank's business days or cutoff hour becomes effective on the day the new business days or cutoff hour are posted at the Bank's offices.

2. **Collection of Items.** In receiving items for deposit or collection, the Bank acts as your collection agent and assumes no responsibility beyond the exercise of due care. Special instructions for handling an item are effective only if made in writing, given to the Bank along with the item in question and accepted by the Bank. The Bank will not be liable for the default or negligence of any correspondent or for loss in transit, and each correspondent will not be liable except for its own negligence. Items and their proceeds may be handled in accordance with applicable Federal Reserve Bank regulations, Clearing

House Association or Funds Transfer System rules, and contractual arrangements with other financial institutions.

All items that are cashed or that are received for deposit or collection (including those items drawn on another account at the Bank) are provisionally credited to your account subject to final payment and receipt of solvent credits or cash by the Bank. The Bank is authorized, but is not required, to pursue collection of previously dishonored items, and in so doing it may permit the payor bank to hold an item beyond the applicable deadline. If you deposit foreign currency or items that are denominated in a foreign currency into your account, the final credit to your account will be based on the exchange rate in effect at the time the Bank receives final payment for that item in United States currency.

3. **Returned Items and Charge Backs.** If an item you cash or deposit into your account is later returned unpaid to the Bank by the financial institution upon which it is drawn, the amount of the item (together with any interest earned thereon) and a service charge as reflected in the Bank's then-current Account Information Schedule will be deducted from your account. Similarly, if an electronic deposit to your account is reversed, the amount of applicable interest will also be deducted from your account. The Bank may also charge back any item at any time before final payment, whether returned or not, and may also charge back any item if, within the normal handling period for such item, the item cannot be honored against the drawer's account. If charge back to the account is not possible or if it results in the account becoming overdrawn, each owner of the account is jointly and severally liable to the Bank for the amount of any charge back, the relevant service charge and any costs the Bank incurs in collecting the charge back from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

The Bank may exercise all of these rights without giving you prior notice and you agree that the Bank will not be liable for any damages resulting from its exercise of these rights (including, without limitation, any damages resulting from the dishonor of other items resulting from the reversal of any credit or the return of deposited item) except for ordinary negligence or failure to act in good faith.

4. **Return of Direct Deposits.** If the Bank is required to reimburse the Federal Government or any other payor for all or any portion of any benefit payments deposited into your account through a direct deposit plan for any reason, you agree that the Bank may, without prior notice to you, deduct the amount returned to the Federal Government or other payor from your account or from any other account you have with the Bank, unless the deduction is prohibited by law. This right is in addition to any other rights the Bank has under this Agreement, including its right of setoff and its security interest in your account.
5. **Automated Processing of Items.** The Bank has adopted automated collection and payment procedures so that it can process the greatest volume of items at the lowest possible cost to all customers. These automated procedures are based on the use of high-speed automated processing equipment that relies primarily on information encoded onto each item in magnetic ink. In recognition of this fact, you agree that in paying or taking an item for collection, the Bank may disregard all information on the item other than information that is encoded onto the item in magnetic ink according to general banking standards, whether or not that information is consistent with other information on the item. By way of example, the Bank may rely on the amount of a check as encoded in magnetic ink, even if the magnetically-encoded amount is more than the face amount of the check or exceeds the maximum amount for which the check is valid as stated in a legend on the check. You agree to reimburse the Bank for any loss or expense (including, without limitation, reasonable attorneys' fees and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law) that the Bank incurs because you issue or deposit an item containing such extra information. Furthermore, you agree that the Bank does not fail to exercise ordinary care in paying an item solely because its procedures do not provide for the sight examination for alterations or verification of the signature of the drawer or of any endorser on items with a face amount below an amount or not meeting other confidential criteria established by the Bank from time to time.

6. **Authorized Signatures.** The authorized signatures for an account are those reflected on the Signature Card, any resolution or any other separate written authorization relating to the account received by the Bank. For the payment of funds and for all other purposes relating to your account, the Bank is authorized to act on those signatures, but the Bank will not be liable for refusing to honor items or signed instructions regarding an account if it believes in good faith that the signatures appearing on such items or instructions are not genuine. Additionally, the use of a facsimile signature or endorsement device may be authorized by designation on the Signature Card, a resolution or other separate written authorization. If the use of a facsimile signature or endorsement device has been so authorized or such a device has otherwise been used, the Bank may honor or accept for deposit any item or signed instruction which bears or appears to bear the appropriate facsimile signature or endorsement even if it was made by an unauthorized person or with a counterfeit facsimile device. Therefore, close control should be maintained over any facsimile signature or endorsement device and statements and canceled items should be promptly reviewed for unauthorized use of any such device. Furthermore, you may give another person authority over your account by your conduct or by your failure to act. For example, if you give information about your account (such as the Bank's routing number and/or your account number) to another party but do not physically deliver an item to that party, any item presented against your account by that party is deemed to have been authorized by you. The Bank is not obligated to recognize any such authorizations, but has the right to do so at its discretion. When an account is established, a desire for more than one authorized signature on certain items drawn against your account may be indicated by designating a specific number of desired signatures on the Signature Card, a resolution or other separate written authorization that is given to the Bank. However, any such designation is solely for your convenience and internal control purposes. In the absence of a specific written agreement to the contrary, the Bank is not required to determine if any item drawn against any account contains the number of desired signatures indicated by any such designation.
7. **Checks and Other Withdrawals.** Withdrawals from an account may only be made according to the procedures established by the Bank from time to time. As indicated earlier in this Agreement, the Bank processes items with high-speed automated equipment. In order for that equipment to function properly and efficiently, all items drawn against an account or used to withdraw funds from an account must meet certain formatting and other technical specifications. Information concerning these specifications is available upon request. If an item is presented to the Bank that does not meet these specifications or it contains incorrect information (including, without limitation, an incorrect account number), the Bank reserves the right to reject the item, impose a special fee for processing the item, or both. If you issue items for payment with duplicate serial numbers, this will impair the Bank's ability to implement certain requests (such as stop payment and post-dated item requests) and to administer your account in an effective manner. As a result, you agree that you issue items with duplicate serial numbers at your own risk and agree not to hold the Bank liable for any damages or losses relating to such items or their handling by the Bank. The Bank also reserves the right to refuse or impose a special fee for any withdrawal or transfer request which is attempted by any manner not specifically authorized for the account in question, which is greater in frequency or number than that specifically permitted for the account in question, or which is for an amount less than any minimum withdrawal or transfer denomination required for the account in question.

If an original item has been replaced by a photocopy of the item supplied by any Federal Reserve Bank or other processor in the chain of collection (generally because the original item has been lost or destroyed) you agree that the Bank may pay the item based upon a photocopy without prior notice to you. The Bank reserves the right to require the presentation of the original certificate or other document before permitting any withdrawal from a certificate of deposit account or any other account represented by a similar document.

Withdrawals are generally made first from finally collected funds and, unless prohibited by law or by the Bank's written funds availability policy, the Bank reserves the right to refuse to pay any item drawn against uncollected or unavailable funds, impose a special fee for each such item, or both. The Bank may pay items drawn upon

your account (including those payable to the Bank or on which the Bank may be liable) in any order determined by the Bank, even if paying a particular item results in an insufficient balance in your account to pay one or more other items that otherwise could have been paid out of your account. Without limiting the generality of the previous sentence and with certain exceptions, the Bank's current practice is to pay items in check number order). The Bank may change the order in which it generally pays items at any time and from time to time without giving you prior notice of the change.

Subject to these general restrictions you may withdraw funds on deposit by the following methods:

- a. Properly executing a check or a withdrawal slip. The Bank reserves the right to reject checks, withdrawal slips or other items written in pencil or which are incomplete, illegible, inconsistent or incompatible with Bank equipment.
- b. Authorizing the Bank in advance to make withdrawals electronically and directing payment thereof in such manner as the Bank may determine in its sole discretion.
- c. If you request and are approved to use either a personal identification number ("PIN"), telephone banking services, and/or electronic bank services (including Internet services), withdrawals may also be made from a your account by:
 1. Telephoning the Bank, furnishing your account number and directing payments to be made in accordance with authorizations given to the Bank;
 2. Requesting cash, either from a teller over-the-counter at a branch location or from an ATM;
 3. Contacting the Bank via an approved electronic medium (telephone or Internet for example) and instructing the Bank to make payment directly to merchants or others or transferring funds to another account; and
 4. Requesting payments to be made through the use of a point of sale transfer service, in which case, the Bank may require that you furnish a properly executed check, draft or other applicable withdrawal/payment form, use the applicable Bank Card and/or use the PIN.

8. **Insufficient Funds and Overdrafts.** The Bank has no obligation to pay any item that is presented for payment against insufficient available funds. The Bank may determine whether or not your account contains sufficient available funds to pay an item at any time between the time the item is presented and the Bank's return deadline, and only one determination of the account balance is required. If that determination reveals insufficient available funds to pay the item, the Bank is not required to pay the item and may return it unpaid. Alternatively, the Bank may pay the item and create an overdraft in your account. Whether or not the Bank decides to pay the item and create an overdraft is in the sole discretion of the Bank and will depend on various factors, including your history with the Bank. Moreover, the honoring of one or more items drawn against insufficient available funds does not obligate the Bank to honor any other such items, either in the future or during the same day's processing, and you should not rely on the Bank to honor any particular items drawn against insufficient available funds. If you would prefer that PIN based point of sale transactions always be denied if they will overdraw your current available account balance, please contact the Bank at any branch location, via mail at Sutton Bank, P.O. Box 505, Attica, OH 44807, via e-mail at custservice@suttonbank.com or by calling 1-800-422-3641. In all cases, the Bank is not required to give you prior notice that an item will be returned for insufficient available funds.

An insufficient balance or overdraft in your account and each item presented for payment against insufficient available funds in your account (whether paid, denied, or returned) are each subject to an Overdraft Penalty as provided in the Bank's then-current Account Information Schedule. You agree that if your account becomes overdrawn for any reason, you must immediately deposit sufficient funds to cover the overdraft and any penalties assessed upon notice of the overdraft. Moreover, you agree to reimburse the Bank for any costs it incurs in collecting the overdraft from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution, to the extent permitted by law.

9. **Stop Payment.** A stop payment order must be given in the manner required by law and must be received in time to give us a reasonable opportunity to act on it before our stop payment cut off time. Additional limitations on our obligation to stop payment are provided by law. A stop payment order must precisely identify the number, date, and amount of the item, and the payee. We will honor a stop payment request by the person who signed the particular item, and by any other person who has an equal or greater right to withdraw from this account than the person who signed the item in question. A release of the stop payment request may be made only by the person who initiated the stop payment.
10. **Postdated Items.** The Bank's high-speed automated check processing equipment cannot detect a post-dated item (an item bearing a date later than the actual calendar date). Therefore, it is not recommended that you issue post-dated items as a means of withdrawal and you agree that the Bank may disregard the date of an item and may charge the amount of the item against your account (even if payment would then be made before the date of the item) unless you have notified the Bank as described in this section that you have issued a postdated item. If you do not provide proper notice to the Bank and it pays the item prior to the date shown on the item, the Bank will have no liability to you or any other party. For each request, a service fee, as set forth in the then-current Account Information Schedule for your account may be deducted from your account, or if your account is insufficient to pay the fee, then by debiting any other account held with the Bank in the name of any signer on the account.
11. **Stale Items.** The Bank reserves the right either to pay or dishonor any stale item (an item presented more than six months after its issue date) upon presentment. The Bank shall not be liable to you for refusing to pay a stale item or for paying a stale item.
12. **Time-Dated Items.** The Bank's high-speed automated check processing equipment cannot detect a time-dated item (an item stating that it is not valid after a specified date or for more than a specified period of time). Therefore, you agree that the Bank will not be liable for charging your account after the date or beyond the period stated on an otherwise properly payable time-dated item.
13. **Back of Items.** You agree that the Bank will not be liable to you because an item you deposit in your account is returned after the time set by applicable law if the delay in returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that were made by you or a prior endorser. Similarly, you will be liable to the Bank for any loss or expense, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law incurred because the Bank is unable to properly return an item drawn on your account within the time set by applicable law when the delay in properly returning the item is caused by markings on the item in the space reserved for the depository bank's endorsement that existed at the time you issued the item.
14. **Inactive and Dormant Accounts.** If you do not make any deposits or withdrawals from your account, or you fail to maintain contact with the Bank (e.g. return of mail to the last known address for the account, etc.) for twelve (12) consecutive months, your account will be classified as inactive and will remain classified as inactive or dormant until you make a deposit or withdrawal or otherwise notify the Bank of your interest in the account. You will be required to sign a form to return your account to active status. The Bank may classify accounts as dormant or inactive for other reasons. These reasons are not disclosed in this Agreement for security purposes. Upon your account being classified as inactive, a monthly or annual service charge, as set forth in the then-current Account Information Schedule, may be assessed and deducted from your account. If the balance in your account reaches zero after the assessment of inactivity fees, dormant account fees or other service fees, the Bank may close your account.
15. **Escheat.** Under applicable state law, any account which has not had activity for a certain period is deemed to be escheatable. Any and all funds in your account that are determined

to be escheatable will be withdrawn and paid to the applicable government entity. An escheat fee may be deducted from your account prior to payment being made to the state. The Bank is relieved from all responsibility to any party if your account is escheated.

16. Right of Setoff and Security Interest. You each agree that we may (without prior notice and when permitted by law) set off the funds in this account against 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 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 set-off does not apply to this account if, (a) it is an individual Retirement account or other tax-deferred retirement account, or (b) the debt is created by a consumer credit transaction under a credit card plan, or (c) the debtor's right of withdrawal arises only 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 to set off.

17. Transaction Limitations. Certain accounts have transaction limitations. These limitations apply to: (1) electronic/telephonic transfers and payments from accounts; (2) preauthorized and automatic transfers and payments from accounts; and (3) payments from accounts by check, draft, debit card or similar order payable to a third person ("third party checks"). These three types of transactions are called "limited transfers." Certain savings accounts, as identified in the applicable Account Information Schedule, are limited to six (6) limited transfers in a calendar month. Third-party checks cannot be made from these types of accounts.

Money market deposit accounts are limited to six (6) limited transfers in any calendar month. If third party checks as defined above are available, not more than three (3) of the six (6) limited transfers may be made by third party checks.

The Bank reserves the right to prevent transfers which exceed the limits stated above and/or to monitor these transactions after they occur. If the transaction limitations on your account are repeatedly violated, the Bank also reserves the right to close your account or convert your account to another account type that does not have these restrictions, and may impose minimum balance requirements and service charges as set forth in the applicable Account Information Schedule. Alternatively, the Bank may remove the transfer and draft capabilities from your account.

18. Interest and Minimum Balances. Interest on all Bank accounts that pay interest will accrue at a rate established by the Bank from time to time. The Bank reserves the right to change interest rates without notice to you. The Bank assumes no obligation to notify you of interest rate changes for variable rate accounts. The Bank will credit interest to your account periodically, depending on the type of account you have. Credited interest will appear on your statement, if applicable. Interest that is paid monthly will be paid according to the applicable cycle (i.e. end of month, end of account cycle) for your account as determined by the Bank. If an account is closed prior to the interest credit date, accrued but uncredited interest will be forfeited. If required by applicable law or regulation, the Bank will mail a combined year-end statement reflecting the interest earned for the year for each interest bearing account which is established at the Bank.

19. Fees and Charges. All accounts are subject to various fees and service charges. The particular fee or service charge applicable to the account being established is detailed in the most current Account Information Schedule. These fees and charges may be deducted from your account without prior notice to you and you agree that the Bank shall not be liable for dishonoring any item or withdrawal request because of insufficient available funds resulting from the deduction of these fees and charges. An insufficient or zero balance in an account does not relieve you of the responsibility for payment of such fees and charges. The Bank reserves the right to collect unpaid fees from the next deposit to your account or from funds on deposit in other accounts held by you, individually or jointly, at the Bank. The Bank also reserves the right to pursue legal action against you to collect any such fees or charges. If the Bank pursues legal action for fees and/or charges each signer on your

account is jointly and severally liable to the Bank for the amount of any fee or charge, including any costs the Bank incurs in collecting the fee or charge from you including, but not limited to, reasonable attorney's fees, and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law. The Bank reserves the right to waive service charges and fees at its sole discretion.

20. **Account Records.** The Bank will maintain appropriate records of your account in accordance with applicable law. A periodic statement will be mailed to the last known address shown on the records of the Bank for your account, unless you agree to receive electronic statements, in which case the statement will be e-mailed to an e-mail address supplied by you. You must promptly notify the Bank of any change in the mailing address, e-mail address and telephone number for your account. The Bank will provide copies of statements, checks, deposit or withdrawal slips or other account records for a service charge as set forth in the most current Account Information Schedule.
21. **Reviewing Statements and Reporting Problems.** Unless you make special arrangements with the Bank, your statements will be mailed or e-mailed to your address as shown on the Bank's records. You are in the best position to discover a forged, unauthorized or missing signature or endorsement, a material alteration, a missing or diverted deposit or any other error or discrepancy relating to a check, deposit or other credit or debit entry to your account. Therefore, you should carefully examine your statements, canceled checks, and/or copies thereof, when you receive them. If you discover (or reasonably should have discovered) any unauthorized payments or alterations, you must promptly notify us of the relevant facts. 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 exercised 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 forged or altered 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 that such time will not, in any circumstance, exceed a total of 30 days from when the statement is first 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 make the statement available, you cannot assert a claim against us on any items in that statement, and the loss will be entirely yours. This 60 day limitation is without regard to whether we exercised ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

If your statements are retained at the Bank until you request them, each statement will be deemed to have been made available to you for purposes of this Agreement on the last day covered by that statement. If you have elected not to receive copies of canceled checks with your statements, and the Bank permits such an election, the canceled checks or legible copies will be provided to you within a reasonable time after the receipt of your written request that sufficiently identifies the checks requested. You agree to pay the applicable service charge for retrieval and copying of the requested checks.

22. **Lost or Stolen Instrument.** In addition to the procedures set forth in the Electronic Funds Transfer Disclosure for Regulation E, if any check, item, or other account instrument or document is lost, stolen, destroyed or misappropriated, you shall give notice to the Bank immediately. You may give oral notice to the Bank, however the Bank may require, any oral notice to be confirmed in writing and received by the Bank within ten (10) days. The Bank will not be responsible for any loss resulting from the presentation of lost, stolen or misappropriated instruments, unless the Bank has received prior notice and has had a reasonable time period to act upon such notice. The Bank may, in its sole discretion and without assuming any liability, permit continued use of your account or order your account closed.

Before permitting use of your account or opening a new account, the Bank may, in its sole discretion, require a waiting period, proof by affidavit of the loss, theft,

destruction or misappropriation, a Bond of Indemnity from a corporate surety (in a form satisfactory to the Bank) and your written agreement to cooperate fully in an investigation of the circumstances surrounding such loss, theft, destruction or misappropriation and in the prosecution of any person(s) who misappropriated said instrument.

23. **Attachments and Legal Process.** If legal action such as a tax levy, attachment, garnishment, writ of execution or similar legal process is brought against you or your account, the Bank may be required to pay all or a portion of your account to another party and/or may refuse to pay out any money from your account. In such event, the Bank will not be liable to you for complying with such levy, attachment, garnishment, writ or other legal process, even if paying the funds from the account leaves insufficient funds to pay an item you have written. The Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule. If the Bank incurs any expenses, fees or other costs, including, but not limited to, attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, in responding to the levy, attachment, garnishment, writ of execution or similar legal process that is not otherwise reimbursed, the Bank may charge or collect such expenses, fees or other costs from your account without prior notice to you. Any tax levy, attachment, garnishment, writ of execution or similar legal process is subject to the Bank's right of setoff and security interest.

The Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule for records and research provided on your account in response to a valid request by you or another account owner or person or entity having a legal interest in your account that the Bank perform research or produce records. Similarly, the Bank may also charge your account the applicable fee set forth in the then-current Account Information Schedule for records and research provided on the Account in response to a summons, subpoena, or other court or governmental agency order or requirement that the Bank perform research or produce records. You agree that the Bank has no duty to challenge or otherwise defend the adequacy or propriety of any legal process served on the Bank.

24. **Death or Incompetence.** Neither death nor legal adjudication of incompetence revokes the Bank's authority to accept, pay or collect items until the Bank actually knows of the fact of death or an adjudication of incompetence and has had a reasonable opportunity to act on it. Even with such knowledge, the Bank shall have the right to pay any checks, withdrawals, or other items and to carry out any transfer orders for ten (10) days after the date of death or adjudication of incompetence unless otherwise restricted by applicable law, unless the Bank receives instructions to stop payment on those checks, withdrawals, and/or other items and orders from a surviving joint owner (in the case of a joint account), the legal representative of the deceased depositor, the legal representative of the incompetent depositor, or any other person with an interest in the account.

Each joint account owner agrees to notify the Bank upon the death of any other joint account owner. The Bank reserves the right to refuse to process withdrawals from your account until all legal requirements pursuant to a case of death or incompetency are fulfilled in accordance with applicable law.

25. **Legal Compliance.** By maintaining an account with the Bank, you agree to cooperate with the Bank in the preparation of any forms or reports which the Bank deems necessary or appropriate in compliance with the federal Bank Secrecy Act, Patriot Act, Bank Protection Act or similar federal, state and/or local laws and regulations, as amended from time to time, and you authorize the submission of such forms or reports to governmental agencies as may be required by these Acts. You agree to take no action which might frustrate or impede the recordkeeping or reporting obligations imposed upon the Bank by these Acts.
26. **Specific Terms and Conditions for Checking with Interest and Transaction Savings Account.** The balance in all Bank checking accounts consists of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a Plan on

which interest is paid, your interest calculation will remain the same. Otherwise the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts. This process will not affect your available balance, the interest you may earn, FDIC insurance protection, or your monthly statement. The Bank may add accounts to or delete accounts from the terms and conditions of this section upon notice to you.

27. **Taxpayer Identification Number.** The Bank is required by federal law and regulations to record a taxpayer identification number (e.g. Social Security Number) for your account. The Bank reserves the right to refuse to open any account if such number is not supplied or you fail to supply satisfactory information. If the proper tax identification number is not supplied on or shortly after the day your account is opened, federal law and regulations require the Bank to withhold a portion of the amount of interest paid on your account. You may also be subject to government penalties.
28. **Holds and Adverse Claims.** The Bank may in its discretion place a hold on funds in your account at any time that the Bank believes in good faith that the Bank may be subject to loss if items are paid or other withdrawals are permitted from the account. Without limiting the generality of the previous sentence, if after an item that you cashed or deposited to your account is finally paid, someone else makes a claim that it was altered, forged, unauthorized or should not have been paid for some other reason, the Bank may withhold the amount of such item until a final determination has been made as to that claim. In addition, if the Bank receives notice of any actual or potential adverse claim to an account or the funds in an account, it may in its discretion refuse to pay out any money from the account for a reasonable period of time after receipt of notice of the actual or potential claim. Although the Bank reserves the right to refuse to pay out any money from an account if it has received notice of an actual or potential claim, the Bank is not required to recognize any adverse claim unless the person making the claim satisfies the requirements specified by applicable state law.
29. **Disputes Involving the Account.** You agree to be liable to the Bank for any loss, costs or expenses, including, but not limited to, reasonable attorney's fees and the costs of litigation, arbitration or other dispute resolution to the extent permitted by law, the Bank incurs as a result of any dispute involving your account. You authorize the Bank to deduct any such loss, costs or expenses from your account without prior notice to you. This obligation includes disputes between you and the Bank involving your account and situations where the Bank becomes involved in disputes between you and other account owners, authorized account signers or any third party claiming an interest in your account. It also includes situations where you, other account owners, an authorized account signer, or a third party take some action with respect to your account which causes the Bank to seek the advice of legal counsel, even if the Bank does not actually become involved in the dispute.
30. **Transfer of Ownership.** YOUR ACCOUNT IS NOT TRANSFERABLE EXCEPT ON THE RECORDS OF THE BANK. If you wish to transfer ownership of an account, or delete an owner from your account, the Bank may require that the account be closed and a new one be opened in the name of the new owner(s).
31. **Availability of Funds and Holds.** The availability of funds and the Bank's ability to place holds on funds deposited to transaction accounts is addressed in the Bank's Funds Availability Disclosure. Subject to the Expedited Funds Availability Act - Regulation CC, as may be amended from time to time, the Bank has the right to charge back the amount of such funds to the account and recover any applicable fee referenced in the most current Miscellaneous Fee Schedule.