

Please read the disclosure below and accept the Agreement at the end of the document.

ONLINE ACCESS AGREEMENT

The following document represents the terms and conditions of the Online Banking program and Online Financial Services. By selecting one of the boxes below you acknowledge that you agree/disagree to these terms and conditions. It is recommended that you print this document for your records.

ELECTRONIC RECORDS DISCLOSURE AND AGREEMENT

A. Your Consent is Required: You must consent to receiving the related legal disclosures, agreements, and instructions before we can provide them to you electronically. Your consent will apply to the legal disclosures, agreements and instructions that are related to the products you have selected. By proceeding with this application process, you affirmatively consent to receiving the legal disclosures, agreements and instructions electronically that are related to your accounts. If you do not consent to electronic delivery of such documents, please exit the application now and contact your local KleinBank branch to open an account in person. If you choose to enroll in our eStatements service, then your consent will also apply to the electronic delivery of your account statements and notices as further outlined elsewhere in this Agreement. Additional steps are necessary to enroll in specific Online Financial Services. Please follow the instructions provided through Online Banking.

B. Withdrawal of Consent: You have the right to withdraw your consent to receive legal disclosures, agreements and instructions electronically that are related to your accounts. You may withdraw your consent by either closing out of the application process or, if you have opened an account, contact our Customer Service Center at **1-888-553-4648 (1-888-Klein-4-U)**. **IF YOU WITHDRAW YOUR CONSENT, WE WILL TERMINATE YOUR ONLINE FINANCIAL SERVICES.** You may withdraw your consent to the delivery of electronic statements and notices by canceling your eStatements service. If you cancel your eStatements service, there may be fees associated with the delivery of your paper statements and notices.

C. Paper Copies and Updating Information: You may request a paper copy of your related legal disclosures, agreements and instructions by contacting our Customer Service Center at **1-888-553-4648 (1-888-Klein-4-U)**. We will not charge you any fees for providing you a copy of the disclosures, agreements and instructions. If you are enrolled in the eStatements service and would like to receive a paper copy of a statement, please contact the Customer Service Center. There may be a fee to receive prior copies of your statement, please refer to the Schedule of Miscellaneous Services and Fees or contact the Customer Service Center. You may update your email address by contacting the Customer Service Center or once authenticated to Online Banking.

D. System Requirements to Access the Information: To receive an electronic copy of the requested document, you must have the following equipment and software:

- You must have a personal computer or other access device, which is capable of accessing the Internet (e.g., you must have a modem and available phone line, a cable Internet connection or some other means of access to the Internet, and you must have an active account with an Internet service provider). Your access to this page verifies that your system meets these requirements.
- 2. Your computer must have one of the following compatible browsers: Microsoft Internet Explorer 6.0 and above; AOL 9.0 for Windows; Macintosh Safari 1.3,..0; Firefox 1.5, 2.X, 3.X; Linux Firefox 1.5, 2.X, and 3.X. Your Internet browser must be capable of supporting 128bit SSL encrypted communications. Your access to this page verifies that your browser and encryption software meets these requirements.
- Adobe Acrobat Reader software is required to view online statements and disclosures in Portable Document Format (PDF). If you do not have Adobe Acrobat Reader on your computer, you may go to http://get.adobe.com/reader/ and follow their instructions to download the program free of charge.

E. System Requirements to Retain the Information: In order to keep copies for your records you will need access to a printer or the ability to download information to your computer's hard drive.

ONLINE BANKING

A. Agreement: This Online Access Agreement ("Agreement") contains the terms that govern your use of the Online Banking application services through the www.kleinbank.com website (the "Website"). This Agreement is between KleinBank and the "Customer" or "you or your." The terms "us" "we" "the Bank" or "our" refer to KleinBank. By using Online Banking to access an account you are agreeing to the terms of this Agreement. Examples of

accounts that you may elect to access include deposit accounts, (checking, savings, and certificates of deposit), and loans. Your accounts will continue to be subject to the agreements otherwise governing them, including without limitation our Deposit Account Terms and Conditions, except where it is noted in this agreement. Additionally, each account will be subject to the following:

- 1. The terms or instructions appearing on a screen when using Online Banking;
- 2. KleinBank rules, procedures and policies applicable to each account;
- 3. The rules and regulations of any funds transfer system used in connection with Online Banking, and
- 4. All applicable state and federal laws and regulations.

To access an account you must have a password and the required hardware and software. Subject to the terms of this Agreement, you will generally be able to access your accounts through the Website seven days a week, 24 hours a day. At certain times, a Service may not be available due to system maintenance or circumstances beyond our control. During these times, you may use KleinLine (1-800-759-5344) or any automated teller machine (ATM).

B. Electronic Mail (E-mail): One way of communicating with the Bank is by sending an e-mail. Our website and Online Banking provide e-mail forms for you to submit questions about your account(s) or provide comments on the Service. We cannot ensure the security of email communications. You should not indicate specific account numbers, your social security number or your Online Banking password in your comments. You cannot use e-mail to initiate transactions on your accounts. For transactions, please use the appropriate functions within Online Banking, or call **1-888-553-4648 (1-888-Klein-4-U)**.

C. Online Financial Services: You may use Online Banking to obtain balance information, transaction history, statements and other information and to request electronic funds transfers. Through Online Banking, you may also sign up for Bill Payment Services, Mobile Banking and eStatements, which are described below. In some instances, balances and transaction history may only reflect activity conducted through the close of the previous business day. KleinBank may, from time to time, introduce new Online Financial Services, such as new product enhancements, convenience services, etc. We will announce such new Online Financial Services through the Website. By using an Online Financial Service ("Service"), you agree to be bound by the terms contained in this Agreement at the time of use and additional agreements applicable to your particular financial services and products.

D. Stop Pay Services: You may request stop payment on a check through Online Banking. We are unable to accept stop payment orders for electronic funds transfers online. It may take up to [one] business day for your stop payment order to become effective on our system. You agree to hold the bank harmless for all expenses and costs incurred by you and the bank as a result of acting on your stop payment order. You further agree not to hold the bank liable if payment occurs before your stop payment order takes effect or due to any inadvertence, accident or oversight on your behalf, or if by reason of such payment other items drawn on the account are returned insufficient. You understand that all Stop Payment Orders expire 180 days from date of issue unless renewed via telephone call or in writing. You understand that your signature may be required if you choose to release this Stop Payment Order.

E. Security: Information you provide in connection with this service will be protected by advanced encryption techniques. These security measures are intended to protect this important information so that it may only be used by you; however, these security features are contingent on your protecting your User ID and Password for Online Banking - please use maximum caution in protecting your User ID and Password (See "User Responsibilities" below).

F. Protecting Your KleinBank User ID and Password: As a KleinBank Online Banking customer you have chosen a User ID and Password to access your accounts and statements. Except as provided elsewhere in this Agreement or as required by applicable law, you are responsible for all transactions and other activities that occur or are undertaken using your User ID and Password. You are also responsible for keeping your User ID and Password confidential and for ensuring you have logged off of Online Banking when your session is complete to prevent unauthorized users from accessing your Online Banking account. You agree that you will be the only user of your User ID and Password, that you will not transfer or disclose any of this information to any other persons, and that you will be responsible for all usage of Online Banking and any fees associated with use of other services accessed through Online Banking on your account whether or not they are authorized by you. You agree to immediately contact our customer service center at **1-888-553-4648 (1-888-Klein-4-U)** if you know or suspect any unauthorized use of your User ID and Password. Please use maximum care in protecting your User ID and Password from disclosure to anyone else - you may ultimately be responsible for any transactions or actions made by a party accessing your Online Banking by using your User ID and Password.

ELECTRONIC FUND TRANSFER PROVISIONS FOR CONSUMERS

A. Applicability: The provisions in this section apply only to electronic fund transfers that debit or credit a consumer's checking, savings or other asset account and are subject to the Federal Reserve Board's Regulation E (an "EFT"). This section does not apply to business checking or savings accounts. KleinBank may, when applicable, rely on any exceptions to the provisions in this section that are contained in Regulation E. All terms not otherwise defined in this Agreement which are defined in Regulation E will have the same meaning when used in this section.

B. Your Liability: Your liability for an unauthorized EFT or a series of related unauthorized EFTs will be determined as follows:

- 1. If you notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$50 or the amount of unauthorized EFTs that occur before notice to us.
- If you fail to notify us within two business days after learning of the loss or theft of your password, your liability will not exceed the lesser of \$500 or the sum of
 - a. \$50 or the amount of unauthorized EFTs that occur within the two business days, whichever is less; and
 - b. the amount of unauthorized EFTs that occur after the close of two business days and before notice to us, provided we establish that these EFTs would not have occurred had you notified us within that two-day period.
- 3. You must report an unauthorized EFT that appears on a periodic statement within 60 days of our transmittal of the statement to avoid liability for subsequent transfers. If you fail to do so, your liability will not exceed the amount of the unauthorized EFTs that occur after the close of the 60 days and before notice to us, and that we establish would not have occurred had you notified us within the 60-day period. You may, as applicable, also be liable for the amounts described in the immediately preceding sections 1 or 2 above.

C. Telephone Number and Addresses: If you believe that an unauthorized EFT has been or may be made against your account, please contact us immediately by one of the following methods:

- 1. Visit or write to the Bank at the address as indicated on your monthly checking statement;
- Call 1-888-553-4648 (1-888-Klein-4-U), during regular banking hours;
- 3. Write to KleinBank Corporate Center, Attention Online Banking CSR, P.O. Box 487, Chaska, MN 55318; or
- 4. Send an e-mail to the Online Banking CSR Online Customer Service area by filling out the appropriate e-mail form at our website. For questions or errors about online funds transfers, Bill Pay Service questions, or any questions in general, please use the "Contact Us" e-mail form. Do not include your account number, user name or password in any email.

D. Business Days: Our business days are Monday – Friday. Federal Holidays not included.

E. Documentation: If you have arranged preauthorized deposits then the company making the deposit will notify you every time they send a deposit and you may call us at **1-888-553-4648 (1-888-Klein-4-U)** to verify the deposit of funds. In any event, you will get a monthly account statement from us for any deposit account on which there is a deposit, withdrawal or transfer in a particular month.

F. Confidentiality: We will disclose information to third parties about your account or the transfers you make:

- 1. Where it is necessary to complete transactions;
- 2. In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- 3. In order to comply with government agency requests, court orders or legal process; or
- 4. If you give us written permission.

G. Error Resolution: In Case of Errors or Questions About Your Electronic Transfers, telephone us at the phone number included in this Agreement or write us at the address included in this disclosure as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or

receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1. Tell us your name and account number (if any).
- 2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3. Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for Debit/ATM card pointof-sale transactions and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for (5 business days for Debit/ATM card point-of-sale transactions and 20 business days if the transfer involved a new account) the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

H. Limitations on Number of Funds Transfers. Federal regulations limit the number of transfers made by check, telephone, Online Banking and overdraft protection, as well as preauthorized transfers (including check card purchases, automatic transfers and electronic funds transfers) to no more than six (6) per calendar month for certain savings accounts and money market accounts.

BILL PAY SERVICE

A. Description of the Bill Pay Service: Additional steps are necessary to enroll in specific Online Financial Services. Please follow the instructions provided through Online Banking. The Online Banking Bill Pay Service ("Bill Pay Service") allows you to schedule bill payments. You can arrange, at your option, for the payment of your current, future and recurring bills from your checking account ("Bill Pay Account") up to \$25,000 per payment. Accounts that require two or more signatures to withdraw or transfer funds may not be used as a Bill Pay Account. There is no limit to the number of payments that may be authorized subject to available funds. You may pay almost anyone through the Bill Pay Service. We are unable to process any payments to federal, state, or local tax agencies, collection agencies, payees outside of the United States or for court ordered payments. By furnishing us with the names of your payees and their addresses, you authorize us to follow the payment instructions to these payees that you provide us via the Bill Pay Service. In some instances, we may submit payments to the best known payee address. When necessary, we will reformat your payee account number to match the format required by your payee for electronic payment processing. The date the payment is to be sent is called the "Payment Date". When we receive a payment instruction (for the current or a future date), we will remit funds to the payee on your behalf from the funds in your Bill Pay Account on the Payment Date. We will not be obligated to make a payment unless your Bill Pay Account and/or linked overdraft protection plan has sufficient available funds or credit availability to pay the bill on the Payment Date. Funds for ALL bill payments (whether we make these payments electronically or by check) will be withdrawn from your Bill Pay Account on the scheduled Payment Date. We reserve the right to select the method by which your bill payment will be transmitted, which may be by electronic funds transfer, check or any other reasonable method. You agree that all checks issued through Online Banking pursuant to the Bill Pay Service will be deemed authorized by you.

B. No Duty to Monitor Payments: We do not have any duty to monitor the payments that are made through the Bill Pay Service. If you are a business and an authorized representative of yours uses your Bill Pay Account to pay bills which are not yours, you assume the entire risk of loss and indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with such use.

C. Stop or Change Instructions: You have the right to stop or change any scheduled bill payment. However, you must cancel a payment by no later than 11:59 PM (Central Time), the business day before the Payment Date, by altering the payment date on the Bill Payment screen, or by calling the **Bill Payment Customer Service at 1-877-342-9091**. If the payment date is on a weekend or holiday, the stop payment must be initiated no later than

11:59 PM (Central Time), 2 business days prior to the payment date. You may only change a payment scheduled for Today during the session when you first entered it. If you want to change the Payee for a scheduled payment, you must first delete the payment and then schedule a new payment to a different payee. We will be liable to you if we fail to stop a payment pursuant to your order to do so, so long as your order describes the payment with reasonable certainty and is received at a time and in a manner (on a day that we are open for business) that affords us a reasonable opportunity, at least 24 hours prior to the payment date, to act on it before the payment is sent. Except as stated in this Agreement, any stop payment provisions of the agreement otherwise governing your account that is applicable to checks will also apply to the Bill Pay Service.

D. Scheduling Payments: There will be a delay between the Payment Date (the date your payment is sent) and the date the payee receives that payment. Any payments made through the Bill Pay Service require sufficient time for your payee to receive your payment and credit your account properly. To avoid incurring a finance or other charge, you must schedule a payment sufficiently in advance of the due date of your payment. When you schedule payments, YOU MUST SCHEDULE THE PAYMENT IN ACCORDANCE WITH THE PAYMENT INSTRUCTIONS THAT ARE DISPLAYED ON THE PAYMENT SCREENS.

E. Payment Assurance: If a properly scheduled payment is not received and posted on time by the payee, we will attempt to have any late fees or assessed finance charges removed. (Finance charges are calculated based on your payment amount rather than your entire balance.) If the payee is unwilling or unable to remove them, we will pay the fees and finance charges directly to the payee. In addition, we will attempt to have your account noted appropriately to ensure that the situation does not negatively impact your credit rating.

The Payment Assurance applies to late fees and/or finance charges associated with the late posting of a payment, provided that the following conditions are met:

1. The payment was scheduled to be paid at least two or five business days prior to the due date, excluding any grace periods Two-day payments are remitted to electronic merchants, and five-day payments are remitted to check merchants. Please note, "Today" payments are not actually processed/remitted until the following business day. The "today" payment date is Day 0 (this is the debit date). The payment processing date (the next business date when the credit is remitted) is actually Day 1.

- 2. The payment amount did not exceed \$25,000.
- 3. The payment was not made to an excluded merchant (see list below):
 - a. Tax entities
 - b. Collection agencies
 - c. Court-ordered payments such as alimony, child support, speeding tickets, etc.
 - d. Payments to payees outside of the United States
 - e. Payments to payees located in the Armed Forces Postal Codes such as AE and AP
 - f. Payments to settle securities transactions
 - g. Payments to payoff "special financing" transactions
 - h. Payments to credit counseling agencies who pay creditors on behalf of a customer
 - i. Unprocessed payments due to debit failure

4. The information supplied by you is correct (payee name and address, your name and account number as it appears on the payee's records).

5. Your Bill Pay Account had available funds to cover the payment.

F. Limitations on Our Liability: We will not be responsible for any charges imposed or any other action taken by a payee resulting from a payment that you have not scheduled properly, including any applicable finance charges and late fees. In addition, we will not be liable if any third party through whom any bill payment is to be made fails to properly transmit the payment to the intended payee. We will also not be liable if there are insufficient available funds or credit availability in your Bill Pay Account and/or overdraft protection plan; if a legal order directs us to prohibit withdrawals from the Bill Pay Account; if the Bill Pay Account is closed or frozen; or if any part of the electronic funds transfer system is not working properly. We will not be liable for indirect, special, or consequential damages arising out of the use of the Bill Pay Service.

G. Bill Pay Accounts Accessible by More Than One Person: If a Bill Pay Account is owned by more than one person or is accessible by one or more authorized representative, each such owner or authorized representative

may access the Bill Pay Service. Each person is required to have a unique password. The terms of this Agreement will apply to each person. Each person may choose to share the same payee list. Any person may terminate his/her use of the Bill Pay Service without affecting the Bill Pay Service of any other person using that Bill Pay Account. Any person may also terminate the Bill Pay Service for the Bill Pay Account, which will terminate the Bill Pay Service of all persons tied to that Bill Pay Account.

H. Linked Eligible Accounts: All accounts will be linked by means of your portfolio number and accounts associated with your name as owner or authorized signer. Accounts that are linked together will appear together without regard to the ownership of those accounts.

I. Authorized Representatives for Business Accounts: If you are a business, any authorized representative of your business is authorized under such terms, conditions, and agreements that we may from time to time require to enter into this Agreement, as amended from time to time;

- 1. Access each account of yours in any manner and for any purpose available through Online Banking, whether now available or available at some time in the future; and
- 2. Use any Online Financial Service in any manner and for any purpose available through Online Banking, whether now available or available at some time in the future.

MOBILE BANKING

Additional steps are necessary to enroll in specific Online Financial Services. Please follow the instructions provided through Online Banking. Mobile Banking requires Internet Banking enrollment. In order to use this service, you will need an Internet browser enabled cell phone or Smartphone. You will be responsible for data charges on your device (please check with your mobile provider). See the list of supported devices listed on the webpage when enrolling in Mobile Banking.

KleinBank does not provide support for any cell phone hardware/device. We are not responsible for any errors or failures from any malfunction of your mobile device, the browser or software. You are responsible for the security and security settings of your device. We recommend that you establish password security on your mobile device. KleinBank also is not responsible for any virus or related problems that may be associated with the use of an online system. Mobile Banking is subject to all terms and conditions with in the Online Access Agreement.

At signup you will be asked to assign a User ID and Password that will give you access to your accounts. Your Password is your confidential code for accessing your account information. It should not be shared with anyone. Passwords must be at least 8 characters long and contain 3 of the following 4 criteria: Upper case letter, lower case letter, number and symbol. Passwords can be as many as 32 characters long. Your password cannot contain leading or trailing spaces.

We recommend that you change your password regularly. We are entitled to act on instructions received under your password. For security purposes, it is recommended that you memorize the password and do not write it down. You are responsible for keeping your password and account information confidential. If you believe that your password may have been lost or stolen, or that someone has transferred or may transfer money from your account without your permission, or if you suspect any fraudulent activity on your account, notify Online Banking CSR by emailing us at the "Contact Us" tab, call Customer Service at **1-888-553-4648 (1-888-Klein-4-U)**, or write to us at KleinBank Corporate Center, P.O Box 487, Chaska, MN 55318.

ESTATEMENTS

A. Agreement: Additional steps are necessary to enroll in specific Online Financial Services. Please follow the instructions provided through Online Banking. By accepting the terms and conditions of this agreement and enrolling in online statement delivery, you agree to abide by the terms and conditions set forth in this agreement and acknowledge your receipt of the agreement and disclosures contained within this agreement. You also acknowledge that by accepting these terms and conditions you can indeed view this agreement produced in Portable Document Format (PDF) and therefore demonstrate your consent and ability to receive online statements. By accepting this agreement you also accept the terms of the E-Sign Act. If you choose not to accept the terms and conditions of this agreement you will not be enrolled in online statements and will not be bound by this agreement. By accepting this agreement you expressly consent to allow KleinBank to send email communications to your email address on file.

B. Description of Online Statements: By electing to receive your statements online you are agreeing to no longer receive a paper statement by mail. Online statements may only be viewed electronically in Portable Document Format (PDF) online; you may save the online statements to your computer or print at your convenience. Any legal notices that would normally accompany a mailed statement will either continue to be mailed to you or supplied electronically. From time to time we may add to, modify or delete any feature from the online statements service at our sole discretion.

C. Registration for Online Statements: In order to receive online statements you must be a registered KleinBank Online Banking user as well as have accepted the terms and conditions of this agreement.

Any account owner with joint account relationships can enroll for online statements. The account statements will be available for viewing online to all owners of the account who are enrolled in KleinBank Online Banking regardless of which owner enrolled in online statements.

D. Eligible Accounts for Online Statements: KleinBank offers online account statements for consumer checking, savings, money market, and loan accounts. Each account must be individually enrolled for online statements. Statements will be available online for viewing with the same frequency as paper statements that were previously mailed to you. Generally, this means on a monthly basis for checking, money market, and loan accounts, and on a quarterly basis for most savings accounts. Your account statements will be available online for up to fourteen (14) months as long as your account is open. In the event you close your account your final account statement will be mailed to you.

If you are currently receiving information for multiple accounts on your paper statements be aware that if you enroll in the online statement service you will begin to receive online statements for the eligible account types mentioned above and paper statements for any other account you have not listed in the paragraph above.

E. Accessing Your Online Statements: Your online statements and any legal notices and disclosures will be available to you on the KleinBank Online Banking site. You will receive an email notification letting you know that your statement is ready to be retrieved. All statements will be in PDF as mentioned earlier in this agreement; the statements may be printed or saved to your hard drive for future reference. Multiple copies of your statement may be printed or saved.

If you close your account you will no longer be able to view your account online; therefore, you will not be able to view your online statements. Your final account statement will be produced on paper and sent to you through the mail.

Paper statements can be requested to be printed and mailed to you through our customer service center at **1-888-553-4648**. A fee may apply for this service.

F. Statement Availability Notification: When you sign up to receive online account statements, you will receive a notification informing you that your statement is ready and available for you to view. This notification will be sent to an email address designated by you when you sign up for online statements. In the event that you wish to change the designated email address, instructions to do so will be supplied in the notification email or you can contact Customer Service at **1-888-553-4648**. It is your responsibility to ensure that your most current email address is supplied to KleinBank. Paper statements will not be sent out if an email address is rejected.

GENERAL PROVISIONS

A. Changes: Except as otherwise required by law, rule, or regulation, we may change the terms of this Agreement from time to time and at any time. When changes are made we will update this Agreement at the Website and notify you. The Website will be updated on the effective date, unless an immediate change is necessary to maintain the security of the system or unless a law, rule or regulation requires that it be updated at an earlier time. As always, you may choose to accept or decline changes by continuing or discontinuing the use of Online Banking.

B. Notices: UNLESS OTHERWISE REQUIRED BY APPLICABLE LAW, IN THE EVENT THAT WE ARE REQUIRED TO PROVIDE A NOTICE OR OTHER COMMUNICATION TO YOU IN WRITING, THAT NOTICE OR OTHER COMMUNICATION MAY BE SENT TO YOU ELECTRONICALLY TO YOUR INTERNET ADDRESS AS REFLECTED IN OUR THEN CURRENT RECORDS.

C. Disclosure of Information: The circumstances under which we will disclose information about you, your accounts, or your Online Financial Services is set forth in the information that has been separately disclosed to you in the contracts, notices, and disclosures that have been separately provided to you and in accordance with our privacy policy disclosed at our Website.

D. Other Agreements: This Agreement is intended to supplement and not to supersede any other agreements between you and us relating to your accounts, including without limitation our Deposit Account Terms and Conditions and any loan agreements. In the event of any conflict between this Agreement and any other agreement that applies to your accounts, this Agreement will control unless otherwise specified herein.

E. Fees:

- 1. Online Banking. There are no monthly fees for accessing Online Banking. Certain Online Financial Services may be subject to additional fees, which will be disclosed when you register for such Services.
- 2. Telephone and Data Charges. You will be responsible for any telephone, internet service provider or mobile access charges which you incur by using Online Banking.
- 3. Miscellaneous Fees and Charges. The fees that have been separately disclosed to you in connection with your account(s) will continue to apply to those account(s) and to your Online Financial Services.

F. Term and Termination:

- 1. Term. This Agreement will become effective on the effective date and shall remain in full force and effect until termination in accordance with the following provisions.
- 2. Unless otherwise required by applicable law, KleinBank may terminate this Agreement and/or your access to any Online Financial Service through Online Banking, in whole or in part, at any time. Access to the Online Financial Services through Online Banking, in whole or in part, may be reinstated by us, at our discretion, at any time. If reinstated, the then current terms of this Agreement will control. You may request reinstatement of an Online Financial Service by calling Online Banking Customer Service at 1-888-553-4648 (1-888-Klein-4-U). If you decide to terminate the Bill Pay Service, we strongly suggest that you cancel all future bill payments at the same time that you cancel your Bill Pay Service online by calling Online Banking Customer Service at 1-888-553-4648 (1-888-Klein-4-U). This will ensure that future payments made by you will not be duplicated. We will automatically delete all outstanding payment orders (all individual payments and all recurring payments) once we have been notified that your Bill Pay Service has been terminated. Termination of the Bill Pay Service will not automatically close Accounts.
- 3. Termination for Cause. We may immediately terminate your online banking privileges (including the Bill Pay Service) without notice to you under the following circumstances. You will remain responsible for all transactions approved by the system prior to the termination, and for any other fees associated with the Service. After termination, Service may be reinstated once sufficient funds are available in your accounts to cover any fees and other pending transfers or debits. In order to reinstate Service, you must contact our Customer Service Center. We will promptly notify you if we terminate this Agreement or your use of the Service for any other reason.
 - a. You do not pay any fee required by this Agreement when due or
 - b. You do not comply with the agreement governing your deposit or loan accounts or your accounts are not maintained in good standing.
 - c. You do not maintain sufficient funds in one of your accounts or cause other circumstances that may create an unanticipated liability to us.
 - d. Your account(s) with us are closed.
- 4. Termination for Convenience. To terminate this Agreement, you must notify the Bank and provide your name, address, the Service(s) you are discontinuing, and the termination date of the Service(s). When Bill Payment is terminated, any prescheduled bill payments made through Online Banking will also be terminated. Your final charge for the Bill Payment service will be assessed at the end of your statement cycle. You may notify the Bank by one of the following methods:
 - a. By calling 1-888-553-4648 (1-888-Klein-4-U)

- b. By writing a letter and either sending it to the following address: Attention: KleinBank Corporate Center, 1550 Audubon Road, Chaska, MN 55318 or giving it to a Customer Service Representative at any KleinBank.
- 5. Inactive Status. We may convert your service to inactive status if you do not sign on to the Service or have any transaction scheduled through the Service during any consecutive 12 month period. If your account is considered inactive, you must contact us to have the Service activated before you will be able to schedule any transaction through the Service.

G. Liability and Damage Limitations:

OUR LIABILITY. This section explains our liability to you with respect to Online Financial Services. It does not amend or supersede any limitations on our liability set forth in any other agreements concerning your accounts. Under no circumstances will we have any liability to you for failing to provide you access to your accounts through Online Banking. Furthermore, unless otherwise required by applicable law, we will only be responsible for performing the Online Financial Services as expressly stated in this Agreement, and will only be liable for material losses incurred by you to the extent such losses directly result from our gross negligence or intentional misconduct in performing the Online Financial Services.

IN NO EVENT WILL WE HAVE LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGE WHETHER OR NOT ANY CLAIM FOR SUCH DAMAGES IS BASED ON TORT LAW OR CONTRACT LAW OR WE KNEW OR SHOULD HAVE KNOWN THE LIKELIHOOD OF SUCH DAMAGES IN ANY CIRCUMSTANCES. ANY AND ALL WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED INCLUDING BUT NOT LIMITED TO:

- 1. ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE, PURPOSE OR APPLICATION, OR OTHER IMPLIED CONTRACTUAL WARRANTY;
- 2. ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE;
- 3. ANY WARRANTIES OF TIMELINESS; AND
- 4. ANY OTHER WARRANTY WITH RESPECT TO QUALITY, ACCURACY OR FREEDOM FROM ERROR. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR ITS LICENSORS WARRANT THAT OPERATION OF THE ONLINE FINANCIAL SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED.

BANK AND CUSTOMER ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS OF LIABILITY AND DAMAGES IN THIS AGREEMENT ARE A BARGAINED FOR ALLOCATION OF RISK, LIABILITY AND DAMAGES, AND AGREE TO RESPECT SUCH ALLOCATION OF RISK AND LIABILITY. EACH PARTY ACKNOWLEDGES AND AGREES THAT THE OTHER PARTY WOULD NOT ENTER INTO THIS ONLINE ACCESS AGREEMENT WITHOUT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION.

We will not be obligated to honor, in whole or in part, any transaction or instruction which:

- 1. Is not in accordance with any term or condition applicable to the relevant Online Financial Service or account;
- 2. We have reason to believe may not be authorized by you or any third person whose authorization we believe is necessary or involves funds subject to a hold, dispute, restriction or legal process we believe prevents their withdrawal;
- 3. Would result in us exceeding any limitation of our intra-day net funds position established pursuant to present or future Federal Reserve guidelines;
- Would violate any applicable provision of any risk control program of the Federal Reserve or any applicable rule or regulation of any other federal or state regulatory authority;
- 5. Is not in accordance with any other requirement of our applicable policies, procedures or practices; or
- 6. We have reasonable cause not to honor for our or your protection.
- 7. Exceeds the amount of available funds in your account(s).

H. Risks of Using the Internet. While KleinBank and its service providers have established certain security procedures, such as firewalls and data encryption, designed to prevent unauthorized access to your accounts or transactions, you acknowledge that the internet is inherently insecure, that all data transfers, including electronic mail, occur openly in the internet and potentially can be monitored and read by others, and that there can be no assurance that inquiries or transaction activity will be completely secure. You also acknowledge that access to the

Online Financial Services will not be free from delays, malfunctions, or other inconveniences generally associated with electronic media. We cannot and do not warrant that all data transfers using KleinBank Online Banking, or email transmitted to and from us, will not be monitored by others. You agree that KleinBank is not responsible for any such unauthorized access, delays, or malfunctions, and KleinBank is not responsible for the acts of third parties.

I. Applicable Law and Jurisdiction: Your access to Online Banking will be governed by and construed in accordance with the laws of the state of Minnesota, excluding its conflict of law principals. By accessing these products and services you submit to venue in and jurisdiction of the Minnesota State Courts located in Carver County, Minnesota.

J. Waiver of Trial by Jury: You hereby waive to the fullest extent permitted by law any right to a jury trial in any dispute arising out of or related to your use of Online Banking with KleinBank.

K. Indemnification: Except to the extent that we are liable under the terms of this Agreement or an agreement that otherwise governs your account, if you are an owner of an account, you agree to indemnify and hold us, our directors, officers, employees and agents harmless from all loss, liability, claims, demands, judgments and expenses arising out of or in any way connected with an account or the performance of an Online Financial Service. This indemnification is provided without regard to whether our claim for indemnification is due to the use of the Service by you or your authorized representative.

L. Third Parties: Except as specifically provided in this Agreement or where applicable law requires a different result, neither we nor our service providers or other agents will be liable for any loss or liability resulting in whole or in part from any act or failure to act of your equipment or software, or that of an Internet browser provider such as Netscape (Netscape Navigator browser) or Microsoft (Microsoft Explorer browser), by an Internet access provider, by an online service provider or by an agent or subcontractor of any of them, nor will we or our service providers or other agents be responsible for any direct, indirect, special or consequential, economic or other damages arising in any way out of your access to or use of, or failure to obtain access to Online Financial Services through the Service.

Privacy Policy – KleinBank

Please note that this policy is written for the customer and mailed annually.

FACTS	What does KleinBank do with your personal information?			
Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.			
What?	 The types of personal information we collect and share depend on the product or service you have with us. This information can include: Social Security Number and income. Account balances and payment history. Transaction history and credit history. When you are <i>no longer</i> our customer, we continue to share your information as described in this notice. 			
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons KleinBank chooses to share; and whether you can limit this sharing.			
Reasons we can share your personal information		Does KleinBank share?	Can you limit this sharing?	
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus		Yes	No	
For our marketing purposes– to offer our products and services to you		Yes	No	
For joint marketing with other financial companies		Yes	No	
For our affiliates' everyday business purposes— information about your transactions and experiences		Yes	No	
For our affiliates' everyday business purposes– information about your creditworthiness		No	We don't share.	
For our affiliates to market to you		No	We don't share.	
For nonaffiliates to market to you		No	We don't share.	

Questions?

Call 1-888-553-4648 or go to www.kleinbank.com.

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Who we are	
Who is providing this notice?	KleinBank
What we do	
How does KleinBank protect my personal information? How does KleinBank	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We collect your personal information, for example, when you:
collect my personal information?	 Open an account or apply for a loan. Deposit money or pay your bills. Use your credit or debit card. We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.
Why can't I limit all sharing?	 Federal law gives you the right to limit only: Sharing for affiliates' everyday business purposes- information about your creditworthiness. Affiliates from using your information to market to you. Sharing for nonaffiliates to market to you. State laws and individual companies may give you additional rights to limit sharing.
Definitions	
Affiliates	 Companies related by common ownership or control. They can be financial and nonfinancial companies. Our affiliates include nonfinancial companies such as Tradition Title.
Nonaffiliates	 Companies not related by common ownership or control. They can be financial and nonfinancial companies. <i>KleinBank does not share with nonaffiliates so they can market to you.</i>
Joint marketing	 A formal agreement between nonaffiliated financial companies that together market financial products or services to you. Our joint marketing partners include insurance companies and agents, investment firms, brokerage houses, and check printers.

The Board of Directors approved and adopted this policy on <u>11/28/2012</u>.



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IDENTIFICATION NOTICE (USA PATRIOT ACT) – To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you

When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. In some cases, identification will be required from current account holders if original information was not obtained with the opening of the account.

We ask for your understanding as we work to support these efforts to maintain the security of your funds and our country.

AGREEMENT - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which govern and control your account(s) with us. This booklet provides the general rules that apply to deposit accounts you have with KleinBank. Additional rules are provided in disclosures we give you when you open your account, disclosures/agreements we give you when you add products or services, and periodic statements. Please read this carefully. We periodically make changes to this booklet, so it may differ from earlier versions. If you sign the signature card or provide an electronic signature or open or continue to use the account, you agree to the most recent version of this Agreement, which is available to you a your local KleinBank branch. If any terms of your signature card, resolution, or certificate of authority are inconsistent with the terms of this Agreement, the terms of this Agreement will control. Headings do not constitute a part of this Agreement and are for reference only. If you have any questions, please call us.

DEFINITIONS – The following definitions apply in this Agreement except to the extent any term is separately defined for purposes of a specific section. The words "we," "our," and "us" mean KleinBank 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. 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.

Attorney's fees – Where used, attorney's fees includes our attorney's fees, court costs, collection costs, and all related costs and expenses.

Authorized signer – An authorized signer is a person whom you have authorized to transact business on your behalf. We do not monitor transactions conducted by an authorized signer and we have no obligation to monitor transactions to determine that transactions conducted by an authorized signer are in your best interest.

Available balance – The most current account balance available to you for withdrawal. For more information see the sections entitled AVAILABLE BALANCE and FUNDS AVAILABILITY.

Business days - Every day is a Business Day except Saturdays, Sundays, and federal holidays.

Item – An item includes a check, an ATM or debit card transaction, an ACH transaction, or other withdrawal, transfer or debit. **Overdraft** – When the Available Balance of your Account is less than zero.

Owner - An owner is anyone who has the authority to conduct transactions in his, her or its own name.

SUMMARY OF BINDING ARBITRATION AGREEMENT

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS

Most customer concerns can be resolved quickly and to the customer's satisfaction by calling our customer service department at 1-888-KLEIN4U. In the unlikely event that KleinBank's customer service department is unable to resolve a complaint you may have to your satisfaction (or if KleinBank has not been able to resolve a dispute it has with you after attempting to do so informally), we each agree to resolve those disputes through binding arbitration instead of in courts of general jurisdiction. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. Any arbitration under this Agreement will take place on an individual basis; class arbitrations and class actions are not permitted.

Arbitration Agreement

(1) KleinBank and you agree to arbitrate **all disputes and claims** between us. This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to:

- claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;
- claims that arose before this or any prior Agreement (including, but not limited to, claims relating to advertising);
- claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- claims that may arise after the termination of this Agreement.

References to "KleinBank," and "us" or "we" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services under this or prior Agreements between us. You agree that, by entering into this Agreement, you and KleinBank are each waiving the right to a





trial by jury or to participate in a class action. This Agreement evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this provision. This arbitration provision shall survive termination of this Agreement.

2) A party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to KleinBank should be addressed to: Legal Counsel, KleinBank, 1550 Audubon Road, Suite 200, Chaska, MN 55318 ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If KleinBank and you do not reach an agreement to resolve the claim within 30 days after the Notice is received, you or KleinBank may commence an arbitration proceeding. During the arbitrator determines the amount of any settlement offer made by KleinBank or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or KleinBank is entitled. KleinBank will pay all filing fees necessary to commence arbitration with the American Arbitration Association.

(3) The arbitration will be governed by the Consumer Arbitration Rules (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules are available online at <u>adr.org</u>, by calling the AAA at 1-800-778-7879, or by writing to the Notice Address. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, except that issues relating to the scope and enforceability of the arbitration provision are for the court to decide. Unless KleinBank and you agree otherwise, any arbitration hearings will take place in Carver County, Minnesota. If your claim is for \$10,000 or less, we agree that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The payment of fees will be governed by the AAA rules.

4) The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees and expenses at any time during the proceeding and upon request from either party made within 14 days of the arbitrator's ruling on the merits.

(5) The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. YOU AND KLEINBANK AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and KleinBank agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this arbitration provision shall be null and void.

LAWS GOVERNING YOUR ACCOUNT – Your Account(s) is governed by the laws and regulations of the United States and, to the extent applicable, the laws of the State of Minnesota.

CHANGES TO OUR AGREEMENT WITH YOU – We may change any term of this Agreement. We will give you reasonable notice in writing or by any other method permitted by law. You agree that in any event 30 days written notices is reasonable. If we notify you that the terms of this Agreement have changed, your continued use of the Account after the effective date of the change, demonstrates your consent to the change.

ACCOUNT OWNERSHIP AND AUTHORITY – Each Owner of a personal account, or an agent for a non-personal account, acting alone, has the power to perform all the transactions available to the account. In addition, if you share ownership of an account with someone else, each of you is a full Owner of all the funds in the account irrespective of who had deposited the funds in the account. **Power of Attorney** – Each Owner of your Account is independently permitted to authorize someone else to access your Account. Whether you authorize someone else to act on your behalf by following our established procedures (for example, by adding an Authorized Signer on the signature card) or through an action of your own, (for example, appointing a Power of Attorney) we will use the term "agent" to describe the relationship. If you name such an agent, you agree not to hold us responsible for any loss or damage you incur as a result of us following instructions given to us by your agent and that you are responsible for the agent's actions regardless of whether the agent exceeded the limitations of the agency relationship. The agent relationship will cease if you die and we get notice of that death or if you notify us in writing to end the agency and we have had a reasonable opportunity to act on it.

Individual Account – This is an account owned by one person. The owner is the only person who has a right to conduct transactions on the Account.

Joint Account – With Survivorship (Joint Tenants) – This is an account in the name of two or more persons. Each joint tenant has complete and separate access to the funds and withdrawal rights. Upon the death of any joint tenant the surviving joint tenant(s) have complete and separate access to the remaining balance of the account. If there is an Overdraft to your Account, you are each individually and jointly liable for the amount, regardless of who caused or benefitted from the Overdraft. **Pay-on-Death (POD) Account** – This is an account (individual or joint) where one or more persons is named as beneficiaries. The owner(s) retains complete control of the Account during their lifetime. Upon the death of all account owners, the beneficiary (on proof of death of the last living owner and proof of the identity as the named beneficiary) can withdraw the entire account balance. If two or more beneficiaries are named and survive the death of all owners, beneficiaries will own the account in equal shares. The owner(s) retains the right to change beneficiaries, change account types, and withdraw all or part of the account funds at any time. **Business, Organization and Association Account -** 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 entity opening the



KleinBank

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 entity.

Change in Owners – Any owner, including one of the owners of a joint account, may add owners or authorized signers to an account. We have the right to require the signature of all owners to make the change.

You Cannot Transfer An Account – You may not transfer an account to someone else without our express written permission. This does not limit your right to access your account by any permissible means.

DEPOSITS - We give provisional credit for non-cash deposits until collection is final for any items we accept for deposit. We record deposits not made in person as they are received. See the FUNDS AVAILABILITY section for more information. 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 Business Day that we are open. We can refuse to accept any Item for deposit for any reason, or no reason at all, or impose conditions on a deposit as we think appropriate.

Endorsements – You authorize us to supply your endorsement on any Item we take for collection, payment or deposit to your Account. You will be responsible for the Item as if you endorsed it yourself.

Foreign Items – We do not accept checks drawn on a financial institution outside of the United States for deposit. We accept these items for collection only which is outside of the deposit process. Fees may apply.

Returned Deposited and Cashed Items – An Item you deposited may be returned to us even after the funds have been made available to you. We will charge back to your Account any Item that has been returned to us. We reserve the right to charge back or debit a different Account you own if funds are not available in the Account where you deposited the Item. If we cash an Item for you and it is returned to us, we will charge back or debit an Account that you own. You are responsible for any resulting overdraft, if any, and fees.

Direct Deposits - If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the originator for any reason, you authorize us to deduct the amount of the deposit 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.

WITHDRAWALS – You may perform and authorize withdrawals from your Account. Any of you, acting alone, who signs to open the account or has authority to make withdrawals 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 who signs or has authority to make withdrawals to indorse any item payable to you or your order for deposit to this account or any other transaction with us.

Post-Dated Checks – We are not responsible if we pay a check before its date. If we, at our option, refuse to pay a check before its date, you are responsible for any fees that may be charged.

Stale-Dated Checks – A "stale-dated" check is one that is presented for payment more than six months after its date. We may pay, or refuse to pay, at our option, a stale-dated check. If you don't want us to pay a stale-dated check, you must place a Stop Payment on the Item.

Items Resulting from Your Voluntary Disclosure of Your Account Number – If you voluntarily disclose your Account number to another person or entity orally, electronically, or in writing, or by some other means, and we determine that the context of such disclosure implies your authorization to debit your Account, we may treat such disclosure as your authorization to pay the Item. **Restrictive Legends** – We are not required to honor any restrictive language on Items presented for payment unless we have expressly agreed in writing to honor your instruction.

Check Processing - We may process items mechanically by relying on the information encoded along the bottom of the Items. This means that we may not individually examine all of your Items to determine if it is properly completed, signed and indorsed. You agree that we have not failed to exercise ordinary care solely because we use an automated system to process items and do not inspect all items processed in such a manner. We reserve the right not to inspect each item because using an automated process helps us keep costs down for you and all account holders. We may determine the amount of available funds in your account for the purpose of deciding whether to return an item for insufficient funds at any time between the times we receive the item and when we return the item or send a notice in lieu of return. We need only make one determination, but if we choose to make a subsequent determination, the account balance at the subsequent time will determine whether there are insufficient available funds. **Notice of 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, or from any other savings account as defined by Regulation D. 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.

FACSIMILE SIGNATURES - You authorize us, at any time, to charge you for all checks, drafts, or other orders, that are drawn on us regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen you have provided to us.

AVAILABLE BALANCE - Your account is "overdrawn" whenever your "Available Balance" is less than zero. An "overdraft request" is a transaction (such as a check, an ATM or POS transaction, an ACH transaction, or other withdrawal, transfer or debit) that is submitted to us for payment when your account is overdrawn or would be overdrawn if we paid the transaction and "posted" it to your account (whether or not we in fact pay it).

Your Available Balance includes deposits to your account that have become available for use under KleinBank's "Funds Availability Policy." Your Available Balance is reduced by the dollar amount of ATM and debit card transactions we authorize (before the related item is submitted to us for payment and posted to your account) and by other withdrawals and debits we post to your account. We make adjustments to your Available Balance from time to time. For example, we adjust your Available Balance if a check you deposit is returned to us unpaid.

Your Available Balance depends on when and how you make deposits. See the "Funds Availability" section of this booklet for a full explanation.





When we authorize an ATM or debit card transaction, we are required to complete the transaction when it is presented to us for payment. Therefore, while it generally takes up to five calendar days after we authorize these transactions for them to be submitted to us for payment and posted to your account, we reduce your Available Balance when we authorize them. For debit card transactions, we then adjust your Available Balance if the transaction ultimately presented to us differs from the amount we authorized or was not previously authorized. We also adjust your Available Balance if a debit card transaction we authorized is not submitted to us for payment. We reduce your Available Balance for checks, ACH debits, account fees, or other debits at the time they are presented to us for payment.

NSF/OVERDRAFTS - We may refer to the fee charged when your account is overdrawn as an "NSF Fee" or "Unavailable Funds Fee." See our Schedule of Miscellaneous Services and Fees for the amount of the NSF/Overdraft Fee.

To avoid NSF/Overdraft Fees, you are responsible at all times for keeping track of all your transactions and making sure your Available Balance is sufficient to cover all your transactions. Subject to the terms of a discretionary overdraft service you have with us, we will charge you an NSF/Overdraft Fee each time: (1) an item is submitted to us for payment from your Account when, at the time of posting, your Account is overdrawn or would be overdrawn if we paid the item (whether or not we in fact pay it); or (2) we return, reverse, or decline to pay an item for any other reason authorized by the Terms and Conditions of your account. For these purposes, an item includes a check, an ATM or debit card transaction, an ACH transaction, or other withdrawal, transfer or debit. Your account is overdrawn if your Available Balance is less than zero.

We will charge an NSF/Overdraft Fee as provided in this section regardless of the number of times an item is submitted or resubmitted to us for payment, and regardless of whether we pay the item or return, reverse, or decline to pay the item.

We will not authorize ATM and non-recurring debit card (POS) transactions that appear to exceed your Available Balance and any remaining credit you have through a discretionary overdraft service unless you affirmatively consent, or "opt-in" to our authorization and payment of these transactions. We have given you or will give you a separate notice describing this opt-in process. Please note that even if you do opt-in, we do not have to authorize any such transactions.

BALANCE BACKUP - Balance Backup is a discretionary overdraft service. A fee may be imposed for covering overdrafts created by check, in-person withdrawal, ATM withdrawal and one-time Debit Card transactions (if you have authorized us to pay these transactions), recurring Debit Card transactions or other electronic means. We are not obligated to pay any item presented for payment if your account does not contain sufficient collected funds. Rather than automatically returning, unpaid, any non-sufficient funds items that you may have, if your eligible account (primarily used for personal and household purposes) is maintained in good standing, which includes at least: (A) continuing to make deposits consistent with your past practices, and depositing at least \$500 or more in your account within each thirty (30) day period, (B) you are not in default on any loan obligation to the Bank, and (C) your account is not the subject of any legal or administrative order or levy, we will consider, without obligation on our part, approving your reasonable overdrafts. You should bring your checking account to a positive balance as soon as possible. To keep your account in good standing, you have 30 days to pay an overdraft and associated fees. This discretionary* service may be added or removed at any time. Of course, any and all fees and charges, including without limitation our non-sufficient funds/overdraft fees (as set forth in our fee schedules) will be included in this limit and will apply to any transaction that overdraws your account including, but not limited to, payments authorized by Checks, ACH/Electronic Items, ATM withdrawals and Debit Card transactions (if you have authorized us to pay these transactions), in-person withdrawals, and Online Banking transactions. We may refuse to pay an overdraft for you at any time, even though your account is in good standing and even though we may have previously paid overdrafts for you. You will be notified by mail of any non-sufficient funds items paid or returned that you may have; however, we have no obligation to notify you before we pay or return any item. The amount of any overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s) that you owe us shall be due and payable upon demand. If there is an overdraft paid by us on an account with more than one (1) owner on the signature card, each owner, and agent if applicable, drawing/presenting the item creating the overdraft, shall be jointly and severally liable for such overdrafts plus our Non-Sufficient Funds and/or Overdraft (NSF/OD) Charge(s).

LIMITATIONS: Available only to eligible personal checking accounts and sole proprietorships used for personal and household purposes. All other Business Type Accounts, All Savings Type Accounts, and All Public Fund/Charitable Organization Accounts are not eligible. We <u>may</u> limit the number of accounts eligible for Balance Backup Service* to one account per household.

Account Type	Overdrafts covered up to	
Elite Money Manager	\$1,500	
Premier Money Manager, Money Manager,	\$900**	
Select Checking, Employee Benefit Banking		
Easy Checking, College Spend	\$500**	
TeenSpend	\$200	

**Initial consideration is limited to \$200 for the first 30 days. Upon review, the limit for consideration may be increased.

*The Balance Backup Service does not constitute an actual or implied agreement between you and the Bank. Nor does it constitute an actual or implied obligation of or by the Bank. This service represents a purely discretionary courtesy or privilege that the Bank may provide to you from time to time and which may be withdrawn or withheld by us at any time without prior notice or reason or cause.





STOP PAYMENTS - You must make any stop-payment order in writing or via Online Banking, some limitations apply, and we must receive it in time to give us a reasonable opportunity to act on it. If you do not make your stop payment request in writing or via Online Banking, it will be effective for only 14 days. To be effective, your stop-payment order must precisely identify the number, date and amount of the item, and the payee. Your stop payment order is effective for six months on paper items and longer for ACH items. You must renew it prior to the expiration of the stop payment effective period or the item could get paid. We will not notify you when the stop payment effective period ends. Fees may be assessed for placing a stop payment order.

You may stop payment on any Item drawn on your account whether you sign the Item or not. A release of the stop payment request may be made by any account holder. 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).

INACTIVE AND DORMANT ACCOUNTS – Your account will be coded as inactive if it has gone more than 12 months without a customer generated deposit or withdrawal. Your account will be coded as dormant if it has gone more than 24 months without a customer generated deposit or withdrawal. The coding of your account as inactive or dormant will result in a statement being produced on an annual basis on December 31 for savings accounts and January 1 for checking accounts. Fees may be assessed for inactive and dormant accounts.

ACCOUNT CONVERSION AND CLOSING YOUR ACCOUNT – We may convert your Account to another type of deposit account we offer at any time, provided we give you any advance notice that is required. You or the Bank may close your Account at any time. If you close your account you are still responsible for transactions you arranged for, including those that arrive after the account is closed. You should pay special attention to pre-authorized deposits to your account and payments from your account and reroute or change the transactions with us and the other institutions involved. We can close your account for any reason or for no reason at all. If we close your account, we will send you notice within ten days after closing. We will send the collected account balance to you at your last known address on our records after deducting any outstanding items and applicable fees.

STATEMENTS – We will periodically make available to you statements and notices regarding your Account activity. The statement/notice will be provided either via US Postal Service mail to the address you have designated and which is on our records or electronically to the email address you have provided and which is on our records. You must give us your correct mailing address and email address, if any. You are responsible for messages and statements we send to the most recent address you have given us. If you elect to not receive or review your statement, you are still responsible for having access to the information provided in the statement and complying with this section. Contact us if you do not receive your statement.

Your duty to report unauthorized signatures, alterations and forgeries - You agree to promptly examine your Account statement and report to us any error, alteration, counterfeit check, or unauthorized transaction (including, but not limited to, forged or missing signatures and excluding consumer electronic banking transactions) regarding your Account. 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 agree to waive any rights to recovery you may have against us if you do not provide notice to us in the manner and within the time required by this Agreement. This waiver is without regard to the level of care we exercised.

Errors relating to electronic fund transfers - For information on errors relating to electronic fund transfers (e.g., computer, debit card or ATM transactions) refer to the Electronic Fund Transfers Your Rights and Responsibilities section of this Agreement.

LEVIES AND GARNISHMENTS –We may accept and act on any legal process that we believe is valid, whether served in person, by mail, or by electronic notification, at any or our locations. "Legal Process" includes a levy, garnishment or attachment, tax levy or withholding order, injunction, restraining order, subpoena, search warrant, government agency request for information, forfeiture, seizure, or other legal process relating to your Account. Any such legal process is subject to our security interest and right of setoff. We will not notify you of a grand jury subpoena affecting you or your Account. Any fees or expenses (including attorney's fees and expenses) we incur in responding to any such legal process may be charged against any account you maintain with us.

If we are served with a garnishment, levy, execution, or other legal process of apparent validity (together referred to as "legal process"), we will pay all amounts in the account in satisfaction of the legal process. If your account is a joint account, for purposes of responding to legal process, we will consider each joint owner to have an undivided interest in the entire account. Therefore, you agree we may pay all amounts in the account in satisfaction of any legal process, even if it attaches to the interest of fewer than all the account holders. If you believe your funds are exempt from legal process, or otherwise should not be subject to the legal process (for example, if you own funds and the legal process applies to another joint owner), it is your responsibility to raise any defense to the legal process against the party who originated the legal process or seek reimbursement from a joint owner. You agree that we may process a levy, garnishment, or other legal process served on us even if we do not process it on the same day it was received.

If we are served with any legal process that tries to attach or in some way prevent you from freely using your funds, you give us the right to hold any portion of the funds during any time necessary to determine to our satisfaction who has the legal right to the funds. If we are not able to determine whether the funds are subject to the legal process, you agree that we may deposit the funds with a court in the location of the branch where the legal process against your account was deemed served and ask the court to determine to whom the funds belong. You consent to the jurisdiction of such court to determine the legal right to the funds in your account and agree to reimburse us for our expenses, including attorney's fees and expenses, arising out of the service of the legal process on us and our response to it.

All legal process is subject to our right of setoff and our security interest in your account. We will assess a service fee against your account for any legal process served on us regardless of whether the process is subsequently revoked, vacated, or released. Unless expressly prohibited by law, we will set off or enforce our security interest against your account for such fee prior to our honoring the legal process. We will not be liable to you if an attachment, a hold, or the payment of our fee from your account leaves





insufficient funds to cover outstanding items. You agree to hold us harmless from any claim relating to or arising out of how we handle a legal process.

ADVERSE CLAIMS - If any person or entity makes a claim against funds in your Account, or if the Bank believes that a conflict exists between or among the owners on your Account or that there is a dispute over matters such as the ownership of your Account or the authority to withdraw funds from your account, the Bank may take one or more of the following actions:

- Continue to rely on the signature card(s) for your Account
- Honor the claim upon receipt of evidence satisfactory to the Bank to justify such claim
- Freeze all or a part of the funds in your Account until the dispute is resolved to the Bank's satisfaction
- · Close your Account and send a check for the available balance in your Account payable to you or to you and each claimant
- Pay the funds into an appropriate court

The Bank may charge your Account for expenses (including attorney's fees and expenses) and fees the Bank incurs.

SECURITY INTEREST AND SETOFF – You grant to us a security interest in all your accounts with us, and all property in your accounts to secure any amount you owe us now or in the future. We may (without prior notice and when permitted by law) set off all funds in this account against any due and payable debt you owe us now or in the future. If the debt arises from a note, "any due and payable debt" includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note. If your account is a joint account, you agree we may consider each joint owner to have an undivided interest in the entire account, so we may exercise our contractual security interest and/or right of setoff against the entire account.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred 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. This right of setoff is in addition to, but subordinate to any security interest that we have in your deposit account.

FRAUD DETECTION/DETERRENCE AND SAFEGUARDING YOUR ACCOUNT - There are several precautions that you can and should take to decrease the risk of unauthorized transactions from your account(s). Such precautions include, but are not limited to:

- Safeguarding and not disclosing to third parties information about your account, such as your account number(s);
 Safeguarding materials and information which can be used to access your account, including but not limited to, your checkbook, blank or unused checks, electronic access devices including ATM cards and Debit Cards, personal identification numbers, and any passwords or other access-related information, to prevent them from being misused by an unauthorized party;
- Calling us immediately at 1-888-553-4648 if you suspect any problem with your account or unauthorized activity, or your checkbook or unused checks are lost, stolen or misplaced;
- Reviewing carefully your checkbook and unused checks for unauthorized activity if you suspect that any of these items
 may have been stolen or tampered with, or if you are the victim of theft or your property is burglarized;
- Promptly and carefully reviewing your statement each month for unauthorized activity or missing deposits;
- Closing your account immediately upon discovery of any known or suspected unauthorized activity. When you report
 missing, stolen, or unauthorized checks, we may recommend that any account(s) that has been compromised by
 unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your account open,
 we shall not be liable to you for subsequent losses on the account due to unauthorized activity and we may require you to
 indemnify us for any losses we incur as well;
- Limiting your telephone transactions with us to landline telephones. Cordless or cellular phone conversations can be intercepted without your knowledge or authorization;
- Maintaining close control over your facsimile signature devices to immediately detect any unauthorized use of those devices;
- Issuing any checks with care to avoid alterations or forgeries. Precautions include without limitation using a dark colored permanent ink to write out your checks, making sure the numeric and written amounts match and are readable, and making sure there are no blank or open spaces in the body of the instrument where words or figures can be inserted.

We reserve the right to place a hold on your account if we suspect irregular, fraudulent, unlawful or other unauthorized activity involved with your account. We may attempt to notify you of such a hold, but we are not required to provide notice prior to placing the hold. You agree that we may maintain such a hold until all claims against you or us to the funds held in your account, whether civil or criminal in nature, have been resolved fully in our sole satisfaction.

CHECKING ACCOUNT ORGANIZATION - We have organized your checking account in a non-traditional way. Your checking account consists of two subaccounts. One of these is a traditional checking account and you will transact business on this subaccount. The other is a nontransaction subaccount. You cannot directly access the nontransaction subaccount, but you agree that we may automatically, without a specific request from you, initiate individual transfers of funds between subaccounts from time to time at no cost to you. We will make these automatic transfers so that your ability to use your funds through your checking subaccount will be no different than for traditional checking accounts. You will not see any difference between the





way your checking account operates and the way a traditionally organized checking account operates, but this organization makes us more efficient and helps to keep costs down. We reserve the right to require not less than 7 days' notice of withdrawal from the checking transaction subaccount and the nontransaction subaccount even though we do not intend to use it.

LIMITATION OF LIABILITY; INDEMNIFICATION – WHETHER IN CONNECTION WITH YOUR ACCOUNT OR A SERVICE, IN NO EVENT WILL EITHER YOU OR KLEINBANK, OR ITS OFFICERS, DIRECTORS, EMPLOYEES, CONSULTANTS, SHAREHOLDERS, OR AGENTS BE LIABILE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT OR WHETHER THE LIKELIHOOD OF SUCH DAMAGES WAS KNOWN TO EITHER PARTY. The foregoing limitation of liability will not apply where expressly prohibited by the laws governing your Account. We will not have any liability to you if there are insufficient available funds in your Account to pay your Items due to actions taken by us in accordance with this Agreement. Except to the extent that we fail to exercise "ordinary care" or breaches this Agreement, you agree to indemnify and hold KleinBank and its officers, directors, employees, consultants, shareholders, and agents harmless from all claims, demands, losses, liabilities, judgments, and expenses (including attorney fees and legal expenses) arising out of or in any way connected with performance under this Agreement. You agree that this indemnification will survive termination of this Agreement.

ACTS BEYOND THE CONTROL OF THE BANK - The Bank shall not be deemed to be in default of any of the obligations required to be performed under this Agreement if the performance thereof is delayed, hindered, or becomes impossible because of any act of God or public enemy, hostilities, war (declared or undeclared), guerilla activities, terrorist activities, act of sabotage, blockade, earthquake, flood, land slide, avalanche, tremor, ground movement, hurricane, storm, explosion, fire, labor disturbance, riot, insurrection, strike, accident, civil commotion, epidemic, act of government or its agencies or officers, power interruption or transmission failure, or any cause beyond the control of you or the Bank.

AUTOMATED CLEARINGHOUSE (ACH) TRANSACTIONS DISCLOSURE

Subject to Uniform Commercial Code Article 4A

Provisional Payment:

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payment to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt of Entry: Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

Choice of Law: We may accept on your behalf payments to your account which have been transmitted through one or more Automated Clearing Houses (ACH) and which are not subject to the Electronic Funds Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the state of Minnesota, as provided in the operating rules of the National Automated Clearing House Association, unless it has been otherwise specified in a separate agreement that the law of some other state shall govern.

ELECTRONIC FUND TRANSFERS YOUR RIGHTS AND RESPONSIBILITIES

Indicated below are types of Electronic Fund Transfers we are capable of handling, some of which may not apply to your account. Please read this disclosure carefully because it tells you your rights and obligations for the transactions listed. You should keep this notice for future reference.

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. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and bank information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your bank 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:

- Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking or savings account(s).
- Preauthorized payments. You may make arrangements to pay certain recurring bills from your checking or savings account(s).
- 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 funds transfer to collect a charge in the event a check is returned for insufficient funds.

KleinLine Telephone Transfers - types of transfers - You may access your account by telephone 24 hours a day at 952-368-4406 or 1-800-759-5344 using a touch tone phone, your account numbers, and your access numbers, to:





- transfer funds from checking to checking
- transfer from checking reserve to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer from a home equity line of credit with us to checking or savings
- make payments from checking or savings to checking reserve or home equity line accounts with us
- make payments from checking or savings to loan accounts with us except KleinMortgage
- get information about:
 - the account balance of checking account(s)
 - the account balance of savings account(s)

KleinLine cut-off is 6:00 P.M. Central Time.

To set up a KleinLine account contact the KleinBank Customer Service Center at 1-888-553-4648. A password will be provided at the time of the KleinLine account setup. The Access Number can be any one of your KleinBank account numbers. Once your Access Number and password have been established, KleinLine will prompt you to choose the account number that you wish to access. Entering your account number as your Access Number does not automatically select the account you wish to access. If you do not access KleinLine over a 12-month period, your access will be cancelled. Contact KleinBank to reinstate this access.

ATM Transfers - types of transfers, dollar limitations, and charges - You may access your account(s) by ATM using your ATM Card and personal identification number or debit card and personal identification number, to:

- make deposits to a checking or savings account with an ATM or debit card at an ATM we own or operate
 - get cash withdrawals from a checking or savings account with an ATM or debit card
 - standard daily cash withdrawal limit is \$500.00. Lower or higher limits may be applied at KleinBank's discretion.
 there is a charge of \$2.00 per withdrawal at ATMs we do not own or operate or at non-MoneyPass ATMs
- transfer funds from a savings to checking account with an ATM or debit card
- transfer funds from a checking to savings account with an ATM or debit card
- get information about the account balance of a checking or savings account with an ATM card or debit card

ATM cut-off is 4:00 P.M. Central Time

If you do not use your card over a 14-month period, your card will be cancelled. Contact KleinBank to reinstate this access.

Some of these services may not be available at all terminals.

Types of Debit Card Point-of-Sale Transactions - You may access your checking account(s) to purchase goods (in person, online, or by phone), pay for services (in person, online, or by phone), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Point-of-Sale Transactions - dollar limitations - Using your card:

• Standard limit is \$2,500.00. Lower or higher limits may be applied at KleinBank's discretion.

If you do not use your card over an 18-month period, your card will be cancelled. Contact KleinBank to reinstate this access.

Currency Conversion and International Transactions. When you use your Debit MasterCard® at a merchant that settles in currency other than US dollars, the charge will be converted into the US dollar amount. The currency conversion rate used to determine the transaction amount in US dollars is either a rate selected by MasterCard® from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate MasterCard® itself receives, or the government mandated rate in effect for the applicable central processing date. The conversion rate in effect on the transaction date or posting date.

MasterCard® charges us a CrossBorder Assessment on all international transactions, regardless of whether there is a currency conversion. If there is a currency conversion, a Currency Conversion Assessment is charged and is calculated as a percentage of the transaction. In either case, we pass these international transaction fees on to you. An international transaction is a transaction where the country of the merchant is outside the USA.

MasterCard® is a registered trademark of MasterCard International Incorporated.

Advisory Against Illegal Use. You agree not to use your card(s) for illegal gambling or other illegal purpose. Display of a payment card logo by, for example, an online merchant does not necessarily mean that transactions are lawful in all jurisdictions in which the cardholder may be located.

Consumer Online Banking Computer Transfers - types of transfers and charges - You may access your account(s) by computer through the internet by logging onto our website at www.kleinbank.com and using your password, your account numbers, and your access ID, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking





- transfer funds from savings to savings
- transfer funds from checking reserve to checking
- transfer funds from a home equity line of credit with us to checking or savings
- make payments from checking or savings to checking reserve or home equity line account(s) with us
- make payments from checking to third parties (Bill Pay)
- make payments from checking or savings to loan account(s) with us except KleinMortgage
- get information about: the account balance of checking or savings account(s)

Consumer Online Banking cut-off is 6:00 P.M. Central Time.

If you do not use Consumer Online Banking over a 12- month period, your access will be cancelled. Contact KleinBank to reinstate this access.

Mobile Banking Transfers - types of transfers - You may access your account(s) by logging onto Consumer Online Banking at m.kleinbank.com and using your password and your access ID, to:

- transfer funds from checking to checking
- transfer funds from checking to savings
- transfer funds from savings to checking
- transfer funds from savings to savings
- transfer funds from checking reserve to checking
- transfer funds from a home equity line of credit with us to checking or savings
- make payments from checking or savings to checking reserve or home equity line of credit account(s) with us
- make payments from checking or savings to loan account(s) with us (except KleinMortgage)
- get information about the account balance of your account(s)

Mobile Banking cut-off is 6:00 P.M. Central Time.

If you do not use Mobile Banking over a 12-month period, your access will be cancelled. Contact KleinBank to reinstate this access.

Amendments and Termination - We reserve the right to amend any terms in this disclosure at any time, with or without prior notification.

- You may terminate the electronic fund transfer agreement by notifying us and returning your card.
- We may terminate the electronic fund transfer agreement by written notice to you.

Fees

- We do not charge for direct deposits to any type of account.
- Please see the Schedule of Miscellaneous Services and Fees for other charges.

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 a transfer to or from your account using an automated teller machine or point-of-sale terminal. However, you may not get a receipt if the amount of the transfer is \$15 or less.
- 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 1-888-553-4648 or 952-361-0853 to find out whether or not the deposit has been made.
- **Periodic statements.** You will get a monthly account statement from us for your checking and savings accounts, unless there are no transfers in a particular month. In any case, you will get a statement at least quarterly.

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 is how: Call or write us at the telephone number or address listed in this brochure 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. Please refer to our separate fee schedule for the amount we will charge you for each stop-payment order you give.
- Notice of varying amounts. If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)
- Liability for failure to stop payment of preauthorized transfer. If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.



FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- 2) If you have an overdraft line and the transfer would go over the credit limit.
- 3) If the automated teller machine where you are making the transfer does not have enough cash.
- 4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- 5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- 6) There may be other exceptions stated in our agreement with you.

CONFIDENTIALITY We will disclose information to third parties about your account or the transfers you make:

- 1) where it is necessary for completing transfers; or
- 2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- 3) in order to comply with government agency or court orders; or
- 4) if you give us written permission; or
- 5) as explained in the separate Privacy Disclosure.

UNAUTHORIZED TRANSFERS

- (a) Consumer liability.
 - Generally. Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all of the money in your account (plus your maximum overdraft line of credit). We will be liable for all unauthorized transfers unless the unauthorized transfer was due to the loss or theft of your card and/or code. If due to the loss or theft of your card and/or code, and you notify us within 60 days of when the unauthorized transfer appears on the statement you can lose no more than \$50 if someone used your card and/or code without permission. If you do NOT notify us within 60 days after the unauthorized transfer appears on your statement, and we prove that we could have stopped someone from using your card and/or code, you could lose as much as \$500 for unauthorized transfers that appear on the statement. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may, at our sole discretion, extend the time periods.
 - Additional Limit on Liability for Debit MasterCard®. Unless you have been grossly negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Debit MasterCard®. This additional limit on liability does not apply to ATM transactions or to transactions using your Personal Identification Number or if you have reported two or more incidents of unauthorized use to us in the immediately preceding 12month period.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check without your permission.

RIGHT TO BRING CIVIL ACTION You may bring a civil action against any person violating any provision of Minnesota Statutes § 47.69 (governing consumer privacy and unauthorized withdrawals).

If you prevail in such an action, you may recover the greater of your actual damages or \$500. You may also be entitled to recover punitive damages, your court costs and reasonable attorney's fees.

TIME NEEDED TO COMPLETE TERMINAL TRANSACTIONS

Withdrawals made at a terminal will normally be completed and charged to your account on the business day of the transaction.

- Deposits made at a terminal will normally be credited to your account on the business day after the transaction.
- Transfers between accounts will normally be completed on the business day of the transaction.
- Payments made at a terminal will normally be completed on the business day of the transaction.

POINT-OF-SALE TRANSACTIONS Payment for goods or services made in this manner shall not affect any of the rights, protections, or liabilities in existing law concerning a cash or credit sale made by means other than through the use of a terminal.

You may be able to reverse a point-of-sale transaction by contacting the merchant.

ERROR RESOLUTION NOTICE In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- 1) Tell us your name and account number (if any).
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.





3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days (5 business days if involving a MasterCard® point-of-sale transaction processed by MasterCard or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a MasterCard® point-of-sale transaction processed by MasterCard or 20 business days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days if involving a MasterCard® point-of-sale transaction processed by MasterCard or 20 business days is the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation and will revoke any provisional credit that has already been posted to your account.

You may ask for copies of the documents that we used in our investigation.

KLEINBANK CUSTOMER SERVICE P.O. BOX 487 CHASKA, MN 55318-0487

Business Days: Monday through Friday Excluding Federal Holidays Phone: 1-888-553-4648 or 952-361-0853

To report a lost or stolen debit card, call the Hot Card Emergency Number at (800) 264-5578. Fraud Hotline: 952-368-2615 Available 7 days a week, 24 hours a day. Callers may remain anonymous and all calls are confidential. The Hotline is not answered by a live person. Rather, the caller is instructed to leave a message. MORE DETAILED INFORMATION IS AVAILABLE ON REQUEST

FUNDS AVAILABILITY

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

For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during business hours on a business day that we are open, we will consider that day to be the day of your deposit. However, if a deposit is made 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

Case-by-case delays. In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$200 of your deposits, however, will be available on the first business day.

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

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

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

We believe a check you deposit will not be paid.

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

You redeposit a check that has been returned unpaid.

You have overdrawn your account repeatedly in the last six months.

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

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

SPECIAL RULES FOR NEW ACCOUNTS If you are a new customer, the following special rules may apply during the first 30 days your account is open.





Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

TRUTH-IN-SAVINGS DISCLOSURE

PREMIER MONEY MANAGER CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$250.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$25.00 will be imposed every statement cycle if the balance in the account falls below \$10,000.00 or combined personal deposits and loan balances fall below \$25,000.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Fees: Please see the Schedule of Miscellaneous Services and Fees for other charges. Reimbursement for up to four KleinBank outof-network ATM fees is available upon request per statement cycle. Request must be received within 30 days after statement is sent. No minimum balance on First Choice Money Market Savings account with automatic monthly transfers of \$100.00 or more from your Premier Money Manager Checking to your First Choice Money Market Savings account. Check printing fee depends on style and quantity of check ordered.

MONEY MANAGER CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$250.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$1,000.00 or if combined personal deposits and loan balances fall below \$5,000.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Fees: Free eStatements. Paper Statements \$5.00 per month. Please see the Schedule of Miscellaneous Services and Fees for other charges. With a minimum of 10 debit card purchases per statement cycle, reimbursement for up to four KleinBank out-of network ATM fees is available upon request. Request must be received within 30 days after statement is sent. No minimum balance on First Choice Money Market Savings account with automatic monthly transfers of \$100.00 or more from your Money Manager Checking account to your First Choice Savings account. Check printing fee depends on style and quantity of check ordered.

EASY CHECKING ACCOUNT

Minimum balance to open the account - You must deposit \$50.00 to open this account.

Fees: Free eStatements. Paper Statements \$5.00 per month. \$3.95 monthly activity fee.

To avoid the \$3.95 monthly activity fee, make ten debit card purchases and one automatic electronic transaction of \$250 or more that post per statement cycle. Please see the Schedule of Miscellaneous Services and Fees for other charges. Check printing fee depends on style and quantity of check ordered.

SELECT CHECKING ACCOUNT For customers 50+

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.





Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$50.00 to open this account. Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Fees: Check printing fee depends on style and quantity of check ordered. Please see the Schedule of Miscellaneous Services and Fees for other charges.

EMPLOYEE BENEFIT BANKING CHECKING ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$50.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Fees: Check printing fee depends on style and quantity of check ordered. Please see the Schedule of Miscellaneous Services and Fees for other charges.

TEENSPEND CHECKING ACCOUNT For ages 13-19 with co-owner over 18

Minimum balance to open the account - You must deposit \$25.00 to open this account.

Transaction limitations - Five checks per statement cycle (\$.40 per additional check).

Fees: Free eStatements. Paper Statements \$5.00 per month. Please see the Schedule of Miscellaneous Services and Fees for other charges. Check printing fee depends on style and quantity of check ordered.

COLLEGESPEND CHECKING ACCOUNT For ages 18-25 attending postsecondary school.

Minimum balance to open the account - You must deposit \$25.00 to open this account.

Transaction limitations - Five checks per statement cycle (\$.40 per additional check).

Fees: Free eStatements. Paper Statements \$5.00 per month. Please see the Schedule of Miscellaneous Services and Fees for other charges. With a minimum of 10 debit card purchases per statement cycle, reimbursement for up to four KleinBank out-of-network ATM fees is available upon request. Request must be received within 30 days after statement is sent. No minimum balance on Regular Savings account with automatic monthly transfers of \$25.00 or more from your CollegeSpend Checking account to your Regular Savings account. Check printing fee depends on style and quantity of check ordered.

REGULAR SAVINGS ACCOUNT (PERSONAL)

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$5.00 will be imposed every month if the balance in the account falls below \$200.00 any day of the calendar month.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Transaction limitations: Transfers from a Regular Savings Account (Personal) to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties. If you exceed the electronic withdrawal limitations set forth above, your account will be subject to closure.





Fees: A withdrawal fee of \$1.00 will be charged for each withdrawal in excess of six during a month. Please see the Schedule of Miscellaneous Services and Fees for other charges.

BASIC SAVINGS

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded annually. Interest will be credited to your account annually. **Effect of closing an account -** If you close your account before interest is credited, you may not receive the accrued interest. **Minimum balance to open the account -** You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$5.00 will be imposed every month if the balance in the account falls below \$50.00 any day of the calendar month.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Transaction limitations: Transfers from a Basic Savings Account to another account or to third parties by

preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties. If you exceed the electronic withdrawal limitations set forth above, your account will be subject to closure.

Fees: A withdrawal fee of \$1.00 will be charged for each withdrawal in excess of four during a month. Please see the Schedule of Miscellaneous Services and Fees for other charges.

SMART SAVERS SAVINGS ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every quarter. Interest will be credited to your account every quarter.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$5.00 to open this account.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Transaction limitations: Transfers from a Smart Savers Savings Account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer are limited to six per calendar month with no transfers by check, draft, debit card, or similar order to third parties. If you exceed the electronic withdrawal limitations set forth above, your account will be subject to closure.

Fees: A withdrawal fee of \$1.00 will be charged for each withdrawal in excess of four during a month. Please see the Schedule of Miscellaneous Services and Fees for other charges.

FIRST CHOICE MONEY MARKET ACCOUNT

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - You must deposit \$50.00 to open this account.

Minimum balance to avoid imposition of fees - A monthly service charge fee of \$15.00 will be imposed every statement cycle if the balance in the account falls below \$2,500.00 any day of the cycle.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

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

Transaction limitations: Transfers from a First Choice Money Market account to another account or to third parties by preauthorized, automatic, telephone, or computer transfer or by check, draft, or similar order to third parties are limited to six per calendar month. If you exceed the electronic withdrawal limitations set forth above, your account will be subject to closure. **Fees:** Please see the Schedule of Miscellaneous Services and Fees for other charges.





HEALTH SAVINGS ACCOUNT - INDIVIDUAL

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account – There is no minimum deposit amount to open this account.

Minimum balance to avoid imposition of fees - A monthly maintenance fee of \$3.50 will be imposed every statement cycle if the balance in the account falls below \$500.00 or if combined personal deposits and loan balances fall below \$2,500.00 any day of the cycle. If participating in a KleinBank HSA Group Plan, the monthly maintenance fee will be charged to the business.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Transaction limitations: Please see the HSA Custodial Account documents and Disclosure Statement for more information.

Transaction limitations: Please see the HSA Custodial Account documents and Disclosure Statement for more information. **Fees:** A one time set-up fee of \$25.00 will be assessed at account opening. The one time set-up fee is not assessed if you have a KleinBank Premier Money Manager Checking Account, Employee Benefit Checking Account, or HSA Group Plan. Free eStatements. Paper Statements \$5.00 per month. Please see the Schedule of Miscellaneous Services and Fees for other charges.

HEALTH SAVINGS ACCOUNT - GROUP PLAN

Rate Information - Your interest rate and annual percentage yield may change.

Frequency of rate changes - We may change the interest rate on your account at any time without prior notice.

Determination of rate - At our discretion, we may change the interest rate on your account. Please see the Consumer Deposit Interest Rates for current rates.

Compounding and crediting frequency - Interest will be compounded every month. Interest will be credited to your account every month.

Effect of closing an account - If you close your account before interest is credited, you may not receive the accrued interest. Minimum balance to open the account - There is no minimum deposit amount to open this account.

Minimum balance to avoid imposition of fees - A monthly maintenance fee of \$3.50 will be imposed every statement cycle if the balance in the account falls below \$500.00 or if combined personal deposits and loan balances fall below \$2,500.00 any day of the cycle. If participating in a KleinBank HSA Group Plan, the monthly maintenance fee will be charged to the business.

Minimum balance to obtain the annual percentage yield disclosed - You must maintain a minimum balance of \$.01 in the account each day to obtain the disclosed annual percentage yield.

Daily balance computation 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.

Accrual of interest on noncash deposits - Interest begins to accrue no later than the business day we receive credit for the deposit of noncash items (for example, checks). Transaction limitations: Please see the HSA Custodial Account documents and Disclosure Statement for more information.

Transaction limitations: Please see the HSA Custodial Account documents and Disclosure Statement for more information. **Fees:** A one time set-up fee of \$25.00 will be assessed at account opening. The one time set-up fee is not assessed if you have a KleinBank Premier Money Manager Checking Account, Employee Benefit Checking Account, or HSA Group Plan. Free eStatements. Paper Statements \$5.00 per month. Please see the Schedule of Miscellaneous Services and Fees for other charges.

CUSTOMER SERVICE P.O. BOX 487 CHASKA, MN Phone: 1-888-553-4648 or 952-361-0853

www.kleinbank.com m.kleinbank.com

KleinBark Consumer Schedule of Miscellaneous Services and Fees

SERVICES	FEE
Account Closing Fee (within 6 months)	\$30.00
Account Re-Opening (checking & savings)	\$3.00
Account Research	\$30.00/hr.
American Express Gift Cheques	\$2.50/each
ATM/Debit Card Usage Fee	
Unlimited KleinBank & MoneyPass® ATM Transactions	FREE
Other ATM Withdrawals	\$2.00
ATM/Debit Card	
Annual Fee	NONE
Card Replacement (lost/stolen)	\$10.00
Card Special Handling Fee	\$40.00
Temporary Limit Increase	\$10.00
Auto Transfer Protection	\$10/transfer
Cashiers Checks	\$5.00
Checking Reserve Annual Fee	\$50.00
Collection Fee	
Incoming/Outgoing	\$30.00
"On-Us" Check Collection	\$30.00
Canadian Check Collection (per item, exchange fees may apply)	\$10.00
Other Foreign Check Collection	\$65.00 minimum
(plus correspondent charges, if any & +/- currency exchange)	
Coupon Bond	No Charge
Document Printout (per item)	
Current Information (current month statement)	\$3.00
Cut-off/Special Statement	\$7.50
Previous Information (prior month statement)	\$5.00
Archived Information	\$10.00
Dormant Account	\$15.00/month
No customer initiated transaction for a period of 24 months.	12 months max
Duplicate Statement Mailing (per month)	\$5.00
Escheatment Processing Fee	\$20.00
Expedited Account Change Fee Fax	\$10.00
	¢0.00
Outgoing or Incoming (per page)	\$2.00
Foreign Check Returned	\$30.00
Foreign Currency	\$25.00
Indemnity Bond (replace lost Instruments)	\$15.00
IRAs (bank IRA products)	NONE
Annual Fee	NONE
Termination Fee	\$35.00
Levy/Garnishment Fee	\$100.00

SERVICES	FEE			
Night Drop Key Replacement	\$15.00			
Notary Service	FREE			
Non-Sufficient Funds Created by check, in-person withdrawal, ATM				
withdrawal, or other electronic means (per item) (Payment to KleinBank)				
NSF Paid Item Fee (Checking & Savings Accounts)	\$34.00			
NSF Return Item Fee (Checking & Savings Accounts)	\$34.00			
Online Banking	FREE			
Online Bill Payment Service	FREE			
Bill Pay Check Copy (per item)	\$10.00			
Expedited Payments	\$9.95			
Money HQ	\$4.95/month			
Per Transfer (over 5 per month)	\$1.50			
Next Day Transfers	\$8.95			
Returned Deposited Item (per item)	\$4.00			
Return Mail Fee (statement mailed & returned)	\$20.00/month			
	12 months max.			
Reg D Violation	\$10.00 per item			
Safe Deposit Box				
Replacement Key	\$25.00			
Drilling	\$200.00			
Late Fee on Box Rental	\$15.00/month			
Signature Guarantee (per signature)	\$10.00			
Stop Payment (per item)	\$32.00			
Via Online Banking (per item)	\$23.00			
Subordination Agreement	\$125.00			
Unavailable Funds Fee	\$32.00			
VISA® Gift Card	\$4.00			
Wire Transfer				
Incoming Domestic	\$15.00			
Outgoing Domestic	\$22.00			
Incoming International	\$30.00			
Outgoing International	\$45.00			
Wire Receipt	\$5.00			
Wire Investigation	\$65.00			

Other product specific charges may apply. Some services may be offered at a discount based on specific product selection. Effective 02/01/13.

