

**TRUTH IN SAVINGS**  
Health Savings Account  
723 Main Street  
PO Box 70  
Cashton, WI 54619



www.bankofcashton.com  
(800) 207-7203

**ELIGIBILITY REQUIREMENTS.** To be eligible to contribute to an HSA account (HSA-eligible), you must be covered by an HSA-qualified health insurance plan. If you are not covered by an HSA-qualified health insurance plan, you fail to meet the foundational eligibility criterion to establish or contribute to an HSA. IRC Section 223(c)(1) and IRS Notice 2004-2, Q&A2.

**RATE INFORMATION.** The interest rate listed in each tier will be paid on the entire balance in your account.

Tier	Daily Balance Range	Rate	Annual Percentage Yield (APY)
1	Equal to or greater than \$50.00 but less than \$5,000.00	0.549%	0.55%
2	Equal to or greater than \$5,000.00 but less than \$15,000.00	0.996%	1.00%
3	Equal to or greater than \$15,000.00 but less than \$25,000.00	1.490%	1.50%
4	Equal to or greater than \$25,000.00	1.982%	2.00%

Your interest rate and annual percentage yield may change.

**Determination of Rate.** At our discretion, we may change the interest rate on your account.

**Frequency of Rate Changes.** We may change the interest rate on your account at any time.

**Limitations on Rate Changes.** There are no maximum or minimum interest rate limits for this account.

**COMPOUNDING AND CREDITING.** Interest will be compounded monthly and will be credited to the account monthly.

**MINIMUM BALANCE REQUIREMENTS.** You must deposit \$50.00 to open this account.

You must maintain a minimum daily balance of \$50.00 in the account each day to obtain the disclosed annual percentage yield. You will earn interest for every day during the period that your account equals or exceeds the minimum daily balance requirement.

**PROCESSING ORDER.** All credit transactions are processed first. Debits, or withdrawals, from your account will be processed as follows: electronic items such as ATM and Preauthorized transactions then checks. The items are processed from lowest to highest within each category. The processing order of these items is important because if there is not enough money in the account to pay for the items in the order they are processed in accordance with the processing order, there may be an overdraft on your account which may result in overdraft or non-sufficient funds fees or an increase in the amount of these fees.

**BALANCE COMPUTATION METHOD.** We use the daily balance method to calculate interest on your account. This method applies a daily periodic rate to the principal in the account each day.

**ACCRUAL 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.** No transaction limitations apply to this account.

**HEALTH SAVINGS ACCOUNT.** Health Savings Accounts (HSAs) are subject to limitations and/or penalties imposed by the Internal Revenue Service. Please see your HSA Agreement or your tax advisor for additional information.

**ADDITIONAL INFORMATION REGARDING YOUR ACCOUNT.** The following fees and charges may be assessed against your account:

**HSA Annual Fee:** A \$25.00 Service Charge will be imposed on the HSA upon opening of account and each year following.

**Closing/Transfer Fee:** A \$25.00 Service Charge will be imposed on the HSA if you request the account be transferred to another financial institution or if you request your HSA be closed and a check mailed to you.

**CURRENT RATE INFORMATION.** The rate(s) and annual percentage yield(s) disclosed above were offered within the most recent seven calendar days, and were accurate as of 04/09/2018. To obtain the current rate(s) and annual percentage yield information, please call (608)654-5121.

**FEES AND CHARGES.** Please refer to the separate fee schedule provided to you with this disclosure for information about fees and charges associated with this account. A fee schedule will be provided to you at the time you open an account, periodically when fees or charges change, and upon request.

**FEE SCHEDULE**

**Bank of Cashton**  
**723 Main Street**  
**PO Box 70**  
**Cashton, WI 54619**



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 (800) 207-7203

**FEES AND CHARGES.** The following fees and charges may be assessed against your account:

Check printing fees vary by the style of check ordered.

An overdraft fee of \$18.00 will be charged per item for covering overdrafts created by check, in-person withdrawal, or other electronic means.

Overdraft Personal (all overdrafts paid on a day)	\$18.00
Overdraft Business (all overdrafts paid on a day)	\$18.00
Overdraft Personal (maximum charge per day)	\$90.00
Overdraft Business (maximum charge per day)	\$90.00
Overdraft Protection (Sweep) per transfer	\$2.00
Nonsufficient funds (each)	\$18.00
Nonsufficient funds (check)	\$18.00
Nonsufficient funds (preauthorized withdrawal or other electronic debit)	\$18.00
Deposited item return charge	\$15.00
Debit Card Replacement	\$10.00
Domestic wire transfer (incoming)	\$5.00
Domestic wire transfer (outgoing)	\$20.00
International wire transfer (incoming)	\$15.00
International wire transfer (outgoing)	\$35.00
Stop payment - check	\$15.00
Stop payment - electronic fund transfers	\$15.00
Automatic transfer between accounts held with us	\$2.00
ACH funds to another bank	\$2.00
Cashier's check	\$5.00
Money order	\$5.00
Gift Card - Minimum Balance \$25 - Maximum Balance \$500	\$2.00
Account activity printout	\$1.00
Account research (per hour)	\$10.00
Account balancing assistance (per hour)	\$10.00
Copy of statement with images	\$2.00
Telephone transfer	\$5.00
Check cashing fee - Non-customer / not on us check	\$5.00
Lost Safe Deposit Box Key(s) - charged per key	\$50.00
Processing checks in Canadian funds	\$5.00
Photocopies	\$0.25
Signature Guarantee (per stamp)	\$20.00
Escrow Agent (per month)	\$50.00
Escrow Agent Setup Fee (once per account)	\$495.00

***Fax machine use***

1st page - \$3.00

\$1.00 each page after

***Safe Deposit Boxes***

\$20 - Small Box - 5" x 5"

\$25 - Medium Box - 3" x 10"

\$30 - Large Box - 5" x 10"

\$50 - Extra Large Box - 10" x 10"

***Notary Service - Free of Charge***

**ACCOUNT AGREEMENT  
CHECKING ACCOUNT**  
Bank of Cashton  
723 Main Street  
PO Box 70  
Cashton, WI 54619  
**HEALTH SAVINGS ACCOUNT**



www.bankofcashton.com  
(800) 207-7203

**DEFINITIONS.** Throughout this Agreement, the terms "you," "your," "account owner," and "party" refer to the Customer whether or not there are one or more Customers named on the account, and the terms "we," "our," and "us" refer to the Bank, BANK OF CASHTON.

**GENERAL AGREEMENT.** You understand that the following Account Agreement ("Agreement") governs your Checking account with us, along with any other documents applicable to your account, such as but not limited to, our Funds Availability Policy Electronic Fund Transfer Disclosure, and Truth In Savings Account Disclosure ("Disclosures"), which are incorporated by reference. You would also have received a copy of our Privacy Policy, if a copy was not previously provided to you. You understand that your account is also governed by applicable law.

The Disclosures provided a Schedule of Fees and Charges applicable to the account, the interest rate(s) and applicable Annual Percentage Yield, compounding and crediting of interest, minimum balance requirements, and other pertinent information related to the account. The information found in the Disclosures may change from time to time in our sole discretion. If the fees, charges, minimum balance requirements, or other items change in a manner that would adversely affect you, we will provide you with written notice 30 days prior to the change. By providing a written or electronic signature on the Account Information document or other agreement to open your account, or by using any of our deposit account services, you and any identified account owners agree to the terms contained in this Account Agreement.

**YOUR CHOICE OF ACCOUNT.** You have instructed us as to the title and type of the account that you have chosen. You acknowledge that it is your sole responsibility to determine the full legal effect of opening and maintaining the type of account you have chosen. We have not set forth all laws that may impact your chosen account. For example, there are conditions that may need to be satisfied before transferring accounts due to death or other events as well as reductions to an account required or permitted by law. You must determine whether the account you select is appropriate for your current and future needs. Except as required by law, we assume no legal responsibility to inform you as to the effect of your account choice on your legal interests.

**HEALTH SAVINGS ACCOUNT INVESTMENTS.** Your account has been opened as an investment vehicle under Health Savings Account ("HSA"). The provisions of the HSA Plan Agreement should be read in conjunction with this Agreement. If any provision of this Agreement and the HSA Plan Agreement conflict, the HSA Plan Agreement language will control.

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

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

**STALE OR POSTDATED CHECKS.** We reserve the right to pay or dishonor a check more than six (6) months old without prior notice to you. You agree not to postdate any check drawn on the account. If you do, and the check is presented for payment before the date of the check, we may pay it or return it unpaid. We are not liable for paying any stale or postdated check. Any damages you incur that we may be liable for are limited to actual damages not to exceed the amount of the check.

**PREAUTHORIZED CHECKS OR DRAFTS.** You should guard information about your account (such as your routing number and your account number) as carefully as you would guard blank checks. If you voluntarily give such information about your account to a party which is seeking to sell you goods or services, without physically delivering a check to that party, any debit to or withdrawal from your account it initiates will be deemed authorized by you.

**VERIFYING FUNDS AVAILABILITY FOR CHECKS.** You authorize us to release funds availability information about your account to individuals or merchants who represent to us that they have received a check from you.

**CHECK SAFEKEEPING.** If you utilize a check safekeeping system or any other system offered by us for the retention of your checks, you understand that the canceled checks will be retained by us and destroyed after a reasonable time period or as required by law. Any request for a copy of any check may be subject to a fee, as indicated in the Schedule of Fees or Disclosures and as allowed by law. If for any reason we cannot provide you with a copy of a check, our liability will be limited to the lesser of the face amount of the check or the actual damages sustained by you.

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

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

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

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

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

**STATEMENTS.** We will provide you with a periodic Health Savings Account statement showing the account activity. The last address you supply us in writing will be deemed the proper address for mailing this statement to you. You must exercise reasonable care in reviewing your statement and reasonable promptness in notifying us of any discrepancies, such as alterations or forged or unauthorized signatures, even if by the same wrongdoer. Reasonable promptness will not exist if you fail to notify us within 30 days after we mail or otherwise make the statement available to you. If you fail to notify us of any discrepancies, with reasonable promptness, your right to assert such discrepancies will be barred or limited to the extent permitted by law. Additionally, you agree that we will not be liable for discrepancies reported to us after one year after we mail or otherwise make the statement or items available to you, even if we failed to exercise ordinary care. However, if the discrepancy is the result of an electronic fund transfer, the provisions of the Disclosures will control its resolution. If you do not receive a statement from us because you have failed to claim it or have supplied us with an incorrect address, we may stop sending your statements until you specifically make written request that we resume sending your statements and you supply us with a proper address.

**ACH AND WIRE TRANSFERS.** This Agreement is subject to Article 4A of the Uniform Commercial Code - Funds Transfers as adopted in the state of Wisconsin. If you send or receive a wire transfer, you agree that Fedwire® Funds Service may be used. Federal Reserve Board Regulation J is the law that covers transactions made over Fedwire® Funds Service. When you originate a funds transfer for which Fedwire® Funds Service is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named.

If you are a party to an Automated Clearing House ("ACH") entry, you agree that we may transmit an entry through the ACH, and you agree to be bound by the National Automated Clearing House Association ("NACHA") Operating Rules and Guidelines, the rules of any local ACH, and the rules of any other systems through which the entry is made.

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

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

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

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

**YOUR RESPONSIBILITY FOR BACK OF CHECK.** All negotiable paper ("checks") presented for deposit must be in a format that can be processed and we may refuse to accept any check that does not meet this requirement. All endorsements on the reverse side of any check deposited into your account must be placed on the left side of the check when looking at it from the front, and the endorsements must be placed so as not to go beyond an area located 1-½ inches from the left edge of the check when looking at it from the front. It is your responsibility to ensure that these requirements are met and you are responsible for any loss incurred by us for failure of an endorsement to meet this requirement.

**STOP PAYMENTS.** You may stop payment on a check drawn against your account by a record or written order or other confirmation as allowed by us, provided that we receive the Stop Payment Order in a time and manner that gives us a reasonable opportunity to act on it. The Stop Payment Order must describe the item or account with reasonable certainty. Oral requests for a Stop Payment Order are binding on us for 14 calendar days only, and must be confirmed by you in a record or writing within that period. If the record or written confirmation is not received as specified, we will no longer be bound by your request. Upon receipt of confirmation in a record or writing, a Stop Payment Order

remains in effect for six months or until we receive a record or writing revoking the Stop Payment Order, whichever occurs first. If the item on which a Stop Payment Order has been placed has not cleared or been returned to you by the payee, you may renew the Stop Payment Order for an additional six months by providing a request to us in a record or writing within the time period the Stop Payment Order is in effect. A Stop Payment Order on an EFT debit will remain in effect until the earlier of 1) your withdrawal of the Stop Payment Order, or 2) the return of the debit entry, or, where a Stop Payment Order is applied to more than one debit entry under a specific authorization involving a specific payee (Originator), the return of all such debits. When a stop is placed on a multiple debit entry transfer, we may require your confirmation in a record or writing stating that you have canceled your authorization for the transfer with the payee (a Stop Payment Order does not revoke authorization). You will be charged a fee every time you request a Stop Payment Order, and for each Stop Payment Order renewal you make. You understand that we may accept the Stop Payment Order request from any of the authorized signers of the account regardless of who signed the check. A release of the Stop Payment Order may be made only by the person who initiated the stop payment request. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request.

A Stop Payment Order may be placed on either a one-time transfer or on a multiple debit entry transfer. If you request a stop payment on a multiple debit entry transfer, we must receive the Stop Payment Order, orally or in a record or writing, at least three business days before a scheduled multiple debit entry. If the Stop Payment Order is requested for an Electronic Check Conversion or other one-time transfer, we must receive the request, orally or in a record or writing, in a period of time that provides us a reasonable opportunity to act on it prior to acting on the debit entry, otherwise this Stop Payment Order shall be of no effect. Oral stop payment orders are binding on us for 14 calendar days only, and must be confirmed by you in a record or writing within that period.

The Stop Payment Order shall be governed by the provisions of the Uniform Commercial Code 4A in effect in the state in which we are located, the Electronic Fund Transfer Act (Regulation E), *NACHA Operating Rules*, and any applicable state law.

We have a daily cutoff time by which we must receive any knowledge, notice, Stop Payment Order, set-off or legal process affecting our right or duty to pay a check. That cutoff time is one hour after the opening of your branch's banking day, following the banking day on which your branch received the check.

**DEATH OR INCOMPETENCY.** Neither your death nor a legal adjudication of incompetence revokes our authority to accept, pay, or collect items until we know of the fact of death or of an adjudication of incompetence and have a reasonable opportunity to act on it. To the extent permitted by law, even with knowledge, we may for 10 days after the date of death, pay checks drawn on or before the date of death unless ordered to stop payment by a person claiming an interest in the account.

**NON-SUFFICIENT FUNDS.** If your account lacks sufficient available funds to pay a check, preauthorized transfer or other debit activity presented for payment, we may return such item for non-sufficient funds and may charge you a fee as provided in the fee schedule. We are only required to make one determination of your account balance in deciding whether there are sufficient funds to pay an item. If that determination reveals insufficient funds, we may not honor the item, and will return it for non-sufficient funds, which may subject your account to a fee. We will process checks and other debit items in the order identified in your Truth In Savings Disclosure.

**SIGNATURES.** Your signature on the Account Information document is your authorized signature. You authorize us, at any time, to charge you for all checks, drafts or other orders for the payment of money, that are drawn on us regardless of by whom or by what means your signature may have been affixed so long as the signature resembles the signature specimen in our files. For withdrawal and other purposes relating to any account you have with us, we are authorized to recognize your signature; and we will not be liable to you for refusing to honor signed instruments or instructions if we believe in good faith that one or more of the signatures appearing on the instrument or instructions is not genuine.

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

**PAYMENT OF INTEREST.** Interest will be calculated and paid in accordance with the Disclosures provided to you at the time you opened the account.

**FEES, SERVICE CHARGES AND BALANCE REQUIREMENTS.** You agree to pay us and are responsible for any fees, charges or balance/deposit requirements as provided in the Disclosures provided to you at the time you opened the account. Fees, charges and balance requirements may change from time to time. We also reserve the right to impose a service charge for cashing checks drawn on your account if the person cashing the check is not a customer of this Bank.

**CLAIMS.** In response to any levy, other order of court or other legal process as allowed by state law ("Claim(s)"), we have the right to place a hold on, remove from your account(s) and/or remit to the designated third-party(ies) any amount on deposit in your account as set forth in and required by such Claim(s). In addition, we may charge against your account(s) any fee authorized by law in connection with the Claim(s) or as otherwise set forth in the Disclosures.

**DORMANT ACCOUNTS.** You understand that if your account is dormant, we may charge fees specified in the Disclosures and cease any interest payments to the extent permitted by the law. You agree that we are relieved of all responsibility if your account balance is escheated (that is, turned over to the state) in accordance with state law to the extent not preempted by federal law.

**LEGAL PROCESS AGAINST ACCOUNT.** You agree to be responsible for, to reimburse us, and/or have your account charged for any expenses or reasonable attorney fees we incur due to a legal proceeding against your account, such as an IRS levy. Any garnishment or other levy against your account is subject to our right of set-off and security interest. We may restrict the use of your account if it is involved in any legal proceeding.

**CLOSING ACCOUNT.** We may close the account at any time, with or without cause, and the monies will be handled consistent with the provisions in the Health Savings Account Agreement.

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

**YOUR WAIVER OF NOTICE.** By signing the signature card/Account Information form, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your deposit account. For example, if a check that you deposited is dishonored and returned to us, we are not required to notify you of the dishonor.

**NOTICE.** Refer to your HSA Plan Agreement for applicable notice requirements.

**AMENDMENTS AND ALTERATIONS.** You agree that the terms and conditions governing your account may be amended by us from time to time. We will notify you of amendments as required by applicable law. Your continued use of the account evidences your agreement to any amendments. Notices will be sent to the most recent address shown on the account records.

**EFFECTIVE APPLICABLE LAWS AND REGULATIONS.** You understand that this Agreement is governed by the laws of Wisconsin, except to the extent that federal law is controlling. Changes in these laws and regulations may modify the terms and conditions of your account(s). We do not have to notify you of these changes, unless required to do so by law. If any of the terms of this Agreement come into conflict with the applicable law and are declared to be invalid or unenforceable, those terms will be nullified to the extent that they are inconsistent with the law and the applicable law will govern. However, this shall not affect the validity of the remaining provisions.

**NOTICE OF POTENTIAL DISCLOSURE OF NEGATIVE INFORMATION TO CONSUMER REPORTING AGENCIES**

This notice is being furnished pursuant to the Fair Credit Reporting Act (15 U.S.C. 1681) as amended by the Fair and Accurate Credit Transactions Act of 2003 (FACT Act).

**NOTICE**

**We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report.**

## HEALTH SAVINGS ACCOUNT DISCLOSURE STATEMENT

Custodial Account  
Bank of Cashton  
723 Main Street  
PO Box 70  
Cashton, WI 54619

**BANK OF CASHTON**  
Since 1899

www.bankofcashton.com  
(800) 207-7203

This Disclosure Statement provides a general review of the terms, conditions and federal laws associated with your Health Savings Account (HSA). It is not intended to replace the advice of your own tax and legal advisors. You are encouraged to consult with your tax advisor and/or state taxing authorities concerning any tax and/or compliance questions. You are responsible for complying with the laws that apply to your HSA. The HSA Trustee or Custodian does not act as your advisor. In addition to the transactions outlined in this Health Savings Account Disclosure Statement, the federal government may authorize permissible transactions from time to time. Unless expressly prohibited by the Trustee's/Custodian's policies, such additional federally authorized transactions are hereby incorporated by this reference.

Additional information on HSAs may be found in several IRS sources including IRS Publication 969, *Health Savings Accounts and Other Tax-Favored Health Plans*; IRS Publication 502, *Medical and Dental Expenses*; IRS Notice 2004-2; Notice 2004-50 and Notice 207-22.

### GENERAL INFORMATION

**DEFINITIONS:** References to "you" and "your" mean the Account Owner.

#### What is an HSA?

An HSA is a savings product that offers you a different way to pay for health care. HSAs are established in conjunction with a High Deductible Health Plan (HDHP) and enable you to pay qualifying medical expenses for yourself, your spouse and your dependents on a tax-free basis.

In general, insurance premiums on an HDHP will be substantially lower than premiums paid for traditional health care coverage. By investing the premium savings in an HSA, you may accumulate significant savings that you own and control and that may be used to pay for current and future qualifying medical expenses that your HDHP does not cover.

#### What are Qualified Medical Expenses?

Qualified Medical Expenses are those incurred by you, your spouse and your dependents that you would generally be eligible to deduct if you itemized deductions on your tax return. IRS Publication 502, *Medical and Dental Expenses*, further explains what expenses qualify. For expenses to be qualified, they must be incurred after you establish an HSA and must not be covered by insurance or otherwise.

#### Who is an HSA eligible individual?

Eligibility is determined on the first day of each month. To be an eligible individual you must meet the following criteria:

**HDHP.** You must be covered under an HDHP that meets certain requirements concerning the deductible and out-of-pocket expenses.

**No other coverage.** You may not be covered under an insurance plan that is not an HDHP (with certain exceptions for plans providing certain limited types of coverage).

**Not enrolled in Medicare.** You may not be enrolled in Medicare.

**Not claimed as a dependent.** You may not be eligible to be claimed as a dependent on someone else's tax return.

If you are not an eligible individual for all 12 months of a year, the annual contribution limit may be prorated. For assistance in determining your eligible contribution amount, consult your tax advisor.

#### What is a High Deductible Health Plan (HDHP)?

Generally, a HDHP is a health plan often referred to as a "catastrophic" health insurance plan. As compared to traditional health insurance coverage, the premiums for a HDHP are less expensive, and the HDHP will not generally pay for health care expenses until the deductible is satisfied. Once the deductible is satisfied, the plan will generally cover the medical expenses.

For purposes of determining eligibility for an HSA, a HDHP must satisfy certain requirements regarding deductibles and out-of-pocket expenses. There are two types of HDHPs for purposes of determining HSA eligibility:

**HDHP Self-Only Coverage.** Self-only coverage is an HDHP that covers only one eligible individual. For calendar year 2015, an HDHP for self-only coverage has a minimum annual deductible of \$1,300 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, excluding premiums) of \$6,450. For 2016, the minimum annual deductible is \$1,300 and the annual out-of-pocket maximum increases to \$6,550. These amounts are adjusted for cost-of-living.

**HDHP Family Coverage.** Family coverage is an HDHP that covers one eligible individual and at least one other person (even if the other person is not eligible for an HSA). For calendar year 2015, an HDHP for family coverage has a minimum annual deductible of \$2,600 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, excluding premiums) of \$12,900. In 2016, the minimum annual deductible is \$2,600 and the annual out-of-pocket maximum increases to \$13,100.

Note: a plan does not fail to qualify as a HDHP merely because it does not have a deductible (or has a small deductible) for preventive care.

**In addition to HDHP coverage, what other types of health coverage may an individual have and remain eligible for an HSA?**

In addition to a HDHP, you may be covered by permitted insurance. Permitted insurance is insurance where substantially all of the coverage provided relates to liabilities incurred under workers' compensation laws, tort liabilities, liabilities relating to ownership or use of property (e.g., automobile insurance), insurance for a specified disease or illness, and insurance that pays a fixed amount per day (or other period) of hospitalization.

In addition, you may have coverage for accidents, disability, dental care, vision care, long-term care or other coverage types allowed under the Internal Revenue Code and Regulations.

**How many HSAs may an individual have?**

There is no limit on the number of HSAs you may have. However, contributions made to all of your HSAs (and Archer Medical Savings Accounts (MSAs)) for any tax year may not exceed the contribution limit described below.

**CONTRIBUTIONS****Who may make contributions to HSAs?**

Contributions to your HSA may be made by you, your employer, or any other person. The total amount for the year from all sources may not exceed your annual contribution limit.

**Are there any compensation or income requirements that affect how much may be contributed to an HSA?**

No. Eligibility for an HSA does not depend on your earnings.

**How must contributions be made?**

Except for certain rollovers and transfers, all contributions must be made in the form of money (e.g., cash, check or money order).

**What is the contribution limit for individuals whose HDHP is "self-only" coverage?**

The maximum annual contribution limit for an individual with self-only coverage is \$3,350 for 2015. This amount is \$3,350 for 2016. These limits are subject to cost-of-living adjustments. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

**What is the contribution limit for individuals whose HDHP is family coverage?**

The maximum annual contribution limit for an individual with family coverage is \$6,650 for 2015. This amount increases to \$6,750 in 2016. These limits are subject to cost-of-living adjustments. If the individual is not an eligible individual for all 12 months of a year, the contribution limit may be prorated. For example, if the individual was an eligible individual for only three months of the year, the annual limit is multiplied by 3/12 to determine the prorated maximum contribution amount for that partial year. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

**Are additional contributions permitted for individuals age 55 and older?**

Yes, in addition to the annual contribution limit, an additional \$1,000 "catch up" contribution is permitted if the individual is age 55 (or older) before the close of the tax year and is an HSA eligible individual. For more information about eligible individuals, please see "Who is an HSA eligible individual?" If the individual is not an eligible individual for all 12 months of a year, the contribution limit (including the catch-up contribution) may be prorated. For more information about prorated contributions for partial year eligibility, please see "When is the maximum annual contribution limit not prorated for partial year eligibility?" below.

**When is the maximum annual contribution limit not prorated for partial year eligibility?**

An individual who is an HSA eligible individual as of the last month of a year will be treated as eligible as long as the individual remains HSA eligible for the "testing period." The "testing period" begins with the last month of the year in which the individual first becomes HSA eligible and runs for a full 12 months. For example, if an individual is HSA eligible in December 2015 that individual is treated as an HSA eligible individual for all of 2015 for purposes of HSA contribution limits if that individual remains eligible through December 31, 2016.

If the individual does not remain HSA eligible during the "testing period", the individual may be subject to tax and penalty on the amount that could not have been made but for this last month rule.

**May both spouses of a married couple contribute to an HSA?**

Yes, if they are both eligible for an HSA, however, special contribution limits may apply.

**How do contributions to Archer Medical Savings Accounts (MSAs) affect HSA contributions?**

Any contributions made to an Archer MSA reduce the contribution limit permitted to your HSA for the year.

**How do qualified HSA funding distributions from Traditional and Roth IRAs affect HSA contributions?**

A qualified HSA funding distribution made by the HSA Owner is taken into account in applying the annual limit for HSA contributions. A qualified HSA funding distribution is a distribution from Traditional or Roth IRA which is contributed as a direct transfer to an HSA with another Trustee or Custodian. For additional information on qualified HSA funding distributions, please see "May Traditional and Roth IRAs be directly transferred to HSAs?" below.

**When is the deadline for making HSA contributions?**

Contributions may be made to your HSA during the tax year and up until the due date for filing your federal income tax return, not including extensions. For most people, the tax return due date is April 15.



### **Are carryback contributions allowed?**

Yes. If you make a contribution between January 1 and April 15, tell the Trustee or Custodian which tax year the contribution is for. If you do not indicate otherwise, the Trustee or Custodian will report it to the IRS as a current year contribution (the year received).

### **May HSA contributions be made after age 65?**

At age 65, individuals are generally entitled to enroll in Medicare. Individuals who enroll in Medicare are no longer eligible to make HSA contributions. However, any person age 65 or older who is not actually enrolled in Medicare may contribute to an HSA until the month he or she is enrolled in Medicare.

### **May self-employed individuals contribute to an HSA?**

Yes, providing the HSA eligibility requirements are met. Contributions by self-employed individuals are made with after-tax dollars and the amounts are deducted as "above the line" deductions when filing federal income taxes.

### **What if more than the allowable contribution amount is contributed to an HSA for a year?**

The amount exceeding your allowable limit for a year is an excess contribution and must be removed by your tax return deadline (including extensions) along with the net income attributable to such excess contribution. Failure to remove the excess and earnings will subject you to a 6% penalty tax for each year the excess remains in your HSA. For assistance in determining the net income attributable to your excess HSA contribution, consult your tax advisor and/or Treasury Regulation 1.408-11. If an eligible employer contribution is made to an HSA, rules other than the excess contribution rules may apply.

### **How are HSA contributions reported?**

Employer contributions made to your HSA are reported on your Form W-2. The Trustee or Custodian reports HSA contributions to the IRS on Form 5498-SA. You report all HSA contributions on IRS Form 8889 when you file your federal income taxes.

## **EMPLOYER CONTRIBUTIONS**

### **May an employer make HSA contributions for eligible employees?**

Yes. However, contributions from all sources must be aggregated and may not exceed your annual contribution limit. Any amounts exceeding the allowable limit are ineligible and may be subject to the excess contribution rules and penalties if not properly removed. Or, under limited circumstances, other correction methods may apply.

### **How do employer HSA contributions affect an employee's taxable income?**

Employer contributions to your HSA are excluded from your income. The employer HSA contributions are not subject to income tax withholding, or subject to the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA) or the Railroad Retirement Tax Act.

## **HSA DEDUCTIBILITY**

### **Are HSA contributions tax deductible?**

Yes, all contributions made to your HSA (except those, if any, made by your employer) are "above the line" tax deductions. An "above the line" deduction reduces your taxable income by the HSA contribution amount. You do not need to itemize deductions to benefit from the tax deduction. Note you may not deduct any HSA contributions made by your employer.

## **TRANSFERS AND ROLLOVERS**

### **May HSAs receive rollovers from other HSAs or MSAs?**

Your HSA Trustee or Custodian may permit you to roll amounts withdrawn from another HSA or Archer MSA into this HSA provided such amounts are rolled over within 60 days of the distribution. Rollovers are not subject to the annual contribution limits. Both the distribution and the rollover deposit are reported to the IRS. However, a rollover is a tax-free transaction when done properly. Only one distribution from an HSA or MSA may be rolled over within a 12 month period.

### **May HSAs be directly transferred from one Trustee/Custodian to another Trustee/Custodian?**

Your HSA Trustee or Custodian may permit you to directly transfer all or a portion of another HSA or from your Archer MSA into this HSA. The direct transfer of assets from an HSA or Archer MSA to an HSA is not subject to the annual contribution limits and federal law does not limit the number of these transactions you may make during any year. A direct transfer is tax-free and not reportable to the IRS.

### **May Traditional and Roth IRAs be directly transferred to HSAs?**

Your HSA Trustee or Custodian may permit you to do a tax-free transfer of Traditional and Roth IRA assets to this HSA. This transfer, also known as a qualified HSA funding distribution, is subject to HSA contribution limits. You must irrevocably elect to treat such distribution as a qualified HSA funding distribution. Generally, you are limited to one qualified HSA funding distribution from any of your Traditional or Roth IRAs during your lifetime. If you do not remain HSA eligible during the applicable "testing period" as defined under the Internal Revenue Code, the amount of the qualified HSA funding distribution may be subject to tax and penalty. For assistance in determining to what extent you may be eligible to make a qualified HSA funding distribution, consult your tax advisor.

### **Can HSAs be transferred as part of a valid divorce decree?**

Yes, under a valid divorce decree, separate maintenance decree, or other valid court order, all or part of your HSA may be transferred to your ex-spouse or you may receive all or part of your ex-spouse's HSA.

## DISTRIBUTIONS

### What is the tax treatment of an HSA distribution used to pay qualifying medical expenses?

All earnings in the HSA are tax-deferred until distributed. Distributions from your HSA used to pay qualifying medical expenses are tax-free.

### When may distributions be taken from an HSA?

The money in your HSA is always yours and you may withdraw it at any time. However, any amounts not used to pay qualifying medical expenses are subject to income tax and an additional 20% IRS penalty (unless the distribution is on account of death, disability or made after reaching age 65 or older). In addition, the Trustee or Custodian may charge you distribution fees and, if you prematurely surrender time deposit(s), loss of earnings penalties.

The HSA may be used to cover those medical expenses that the HDHP does not cover (excluding the premiums for most HDHPs). Note, however, you are not required to take distributions from your HSA to cover those uncovered medical costs.

### Is there a deadline for reimbursing current year medical expenses from an HSA?

No. As long as the medical expenses were incurred after you established an HSA, there is no time limit on when you must take a distribution from your HSA to reimburse Qualified Medical Expenses. You will want to make sure you keep proper records to show the distributions were used to reimburse Qualified Medical Expenses, that the expenses were not reimbursed by another source and that the medical expenses were not taken as an itemized tax deduction on a prior year's tax return.

### Are HSA distributions used to pay premiums for the HDHP considered qualified distributions?

Distributions from an HSA to pay for HDHP premiums are generally not qualified distributions, however, an exception exists for certain HSA owners over age 65.

### What happens when the HSA owner dies?

When you die, if the primary designated beneficiary is your surviving spouse, your HSA becomes an HSA of your surviving spouse. If the primary designated beneficiary is someone other than your surviving spouse, the HSA ceases to be an HSA as of the date of your death and the fair market value of the assets in the HSA as of the date of your death are includible in such person's gross income for the year of your death. If you do not designate any beneficiaries for your HSA, the fair market value of your HSA as of your date of death is includible as income on your final tax return.

### How are HSA distributions reported?

The Trustee or Custodian reports distributions from your HSA to the IRS on Form 1099-SA. You also report them on IRS Form 8889, *Health Savings Accounts (HSAs)* when you file your federal income taxes.

### What is a prohibited transaction?

If you engage in a prohibited transaction with your HSA, the HSA will be disqualified and the entire HSA value (on the first day of the year in which the prohibited transaction occurs) is includible in income. This amount is also subject to an additional 20% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older. Prohibited transactions are defined in Internal Revenue Code Section 4975. Examples include borrowing money from the HSA, selling property to the HSA, receiving unreasonable compensation for managing the HSA, or buying property with HSA funds for your personal use.

### May an HSA be used as security for a loan?

No. If you pledge all or part of your HSA as security for a loan, the amount pledged is treated as a distribution and is includible in income. This amount is also subject to an additional 20% IRS penalty unless an exception applies due to the HSA owner's death, disability or attainment of age 65 or older.

## MISCELLANEOUS

**Nonforfeitable.** Your interest in your HSA is nonforfeitable at all times.

**Custodian or Trustee.** The Custodian or Trustee of your HSA must be a bank, savings and loan association or credit union as defined in Internal Revenue Code (IRC) section 408(n), a life insurance company as defined in IRC section 816, or another person or entity that has been approved as a nonbank Custodian or Trustee by the Treasury Department.

**Investment Restrictions.** Money in your HSA may not be used to buy a life insurance policy or invested in collectibles. However, certain gold, silver and platinum coins, bullion and coins issued under state laws are allowable investments.

**No Commingling.** Assets in your HSA may not be combined with other property, except in a common trust fund or common investment fund.

**Beneficiary Designation.** You may designate a beneficiary for your HSA by completing a written designation in a form and manner acceptable to the Custodian or Trustee. If you do not designate a beneficiary, your HSA will be paid to your estate when you die.

**Tax Filing.** You are responsible for filing the applicable IRS forms to report certain activities, taxable income and/or penalties associated with your HSA.

**IRS Form.** This HSA uses the precise language of IRS Form 5305-B (Trust) and 5305-C (Custodial) and is therefore treated as approved by the IRS. Additional language has been included as permitted by such form. The IRS approval represents a determination as to form and not to the merits of the account.

**Health Savings Custodial Account**  
(Under section 223(a) of the Internal Revenue Code)

The Account Owner named on the HSA Application is establishing this Health Savings Account (HSA) exclusively for the purpose of paying or reimbursing Qualified Medical Expenses of the Account Owner, his or her spouse, and dependents. The Account Owner represents that, unless this account is used solely to make rollover contributions, he or she is eligible to contribute to this HSA; specifically, that he or she: (1) is covered under a High Deductible Health Plan (HDHP); (2) is not also covered by any other health plan that is not an HDHP (with certain exceptions for plans providing preventive care and limited types of permitted insurance and permitted coverage); (3) is not enrolled in Medicare; and (4) cannot be claimed as a dependent on another person's tax return. The amount indicated on the Application, in cash, is assigned to this Custodial Account. The Account Owner has assigned to this Custodial Account the amount indicated on the Application. The Account Owner and the Custodian make the following agreement:

**ARTICLE I**

1. The Custodian will accept additional cash contributions for the tax year made by the Account Owner or on behalf of the Account Owner (by an employer, family member or any other person). No contribution will be accepted by the Custodian for any account owner that exceeds the maximum amount for family coverage plus the catch-up contribution.
2. Contributions for any tax year may be made at any time before the deadline for filing the Account Owner's federal income tax return for that year (without extensions).
3. Rollover contributions from an HSA or an Archer Medical Savings Account (Archer MSA) (unless prohibited under this agreement) need not be in cash and are not subject to the maximum annual contribution limit set forth in Article II.
4. Qualified HSA distributions from a health flexible spending arrangement or health reimbursement arrangement must be completed in a trustee-to-trustee transfer and are not subject to the maximum annual contribution limit set forth in Article II.
5. Qualified HSA funding distributions from an individual retirement account must be completed in a trustee-to-trustee transfer and are subject to the maximum annual contribution limit set forth in Article II.

**ARTICLE II**

1. For calendar year 2011, the maximum annual contribution limit for an Account Owner with single coverage is \$3,050. This amount increases to \$3,100 in 2012. For calendar year 2011, the maximum annual contribution limit for an Account Owner with family coverage is \$6,150. This amount increases to \$6,250 in 2012. These limits are subject to cost-of-living adjustments after 2012.
2. Contributions to Archer MSAs or other HSAs count toward the maximum annual contribution limit to this HSA.
3. For calendar year 2009 and later years, an additional \$1,000 catch-up contribution may be made for an Account Owner who is at least age 55 or older and not enrolled in Medicare.
4. Contributions in excess of the maximum annual contribution limit are subject to an excise tax. However, the catch-up contributions are not subject to an excise tax.

**ARTICLE III**

It is the responsibility of the Account Owner to determine whether contributions to this HSA have exceeded the maximum annual contribution limit described in Article II. If contributions to this HSA exceed the maximum annual contribution limit, the Account Owner shall notify the Custodian that there exist excess contributions to the HSA. It is the responsibility of the Account Owner to request the withdrawal of the excess contribution and any net income attributable to such excess contribution.

**ARTICLE IV**

The Account Owner's interest in the balance in the Custodial Account is nonforfeitable.

**ARTICLE V**

1. No part of the Custodial funds in this account may be invested in life insurance contracts or in collectibles as defined in section 408(m).
2. The assets of this account may not be commingled with other property except in a common trust fund or common investment fund.
3. Neither the Account Owner nor the Custodian will engage in any prohibited transaction with respect to this account (such as borrowing or pledging the account or engaging in any other prohibited transaction as defined in section 4975).

**ARTICLE VI**

1. Distributions of funds from this HSA may be made upon the direction of the Account Owner.
2. Distributions from this HSA that are used exclusively to pay or reimburse qualified medical expenses of the Account Owner, his or her spouse, or dependents are tax-free. However, distributions that are not used for qualified medical expenses are included in the Account Owner's gross income and are subject to an additional 20 percent tax on that amount. The additional 20 percent tax does not apply if the distribution is made after the Account Owner's death, disability, or reaching age 65.
3. The Custodian is not required to determine whether the distribution is for the payment or reimbursement of qualified medical expenses. Only the Account Owner is responsible for substantiating that the distribution is for qualified medical expenses and must maintain records sufficient to show, if required, that the distribution is tax-free.

**ARTICLE VII**

If the Account Owner dies before the entire interest in the Custodial Account is distributed, the entire Account will be disposed of as follows:

1. If the Beneficiary is the Account Owner's spouse, the HSA will become the spouse's HSA as of the date of death.
2. If the Beneficiary is not the Account Owner's spouse, the HSA will cease to be an HSA as of the date of death. If the Beneficiary is the Account Owner's estate, the fair market value of the Custodial Account as of the date of death is taxable on the Account Owner's final

return. For other beneficiaries, the fair market value of the Custodial Account is taxable to that person in the tax year that includes such date.

#### ARTICLE VIII

1. The Account Owner agrees to provide the Custodian with information necessary for the Custodian to prepare any report or return required by the IRS.
2. The Custodian agrees to prepare and submit any report or return as prescribed by the IRS.

#### ARTICLE IX

Notwithstanding any other article that may be added or incorporated into this Agreement, the provisions of Articles I through VIII and this sentence will be controlling. Any additional article in this Agreement inconsistent with section 223 or IRS published guidance will be void.

#### ARTICLE X

This Agreement will be amended from time to time to comply with the provisions of the Code or IRS published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Application.

#### ARTICLE XI

##### Definitions

The IRS refers to you as the Account Owner, and us as the Custodian. References to "you" and "your" mean the Account Owner, and references to "we" mean the Custodian.

**Account Owner.** *Account Owner* means the individual named as the HSA owner on the Application for whose benefit the HSA is established.

**Agreement.** *Agreement* means the Health Savings Account Custodial Agreement (IRS Form 5305-C), Application, Disclosure Statement, and accompanying documentation. The Agreement may be amended from time to time as provided in Article X. In the event of a conflict between the terms of this Plan Agreement and the terms of or language referenced in the Plan Disclosure, Application or Contribution document, Request document, Distribution document or Maintenance document, the terms of this Plan Agreement shall control.

**Application.** *Application* means the legal document that establishes this Health Savings Account after accepted by the Custodian by signing the Application. The information and statements contained in the Application are incorporated into this Health Savings Account Agreement.

**Authorized Agent.** *Authorized Agent* means the individual(s) appointed in writing by the Account Owner (or by the Beneficiary following the Account Owner's death) authorized to perform the duties and responsibilities set forth in the Agreement on behalf of the Account Owner.

**Code.** *Code* means the Internal Revenue Code.

**Custodial Account.** *Custodial Account* means the type of legal arrangement whereby the Custodian is a qualified financial institution that agrees to maintain the Custodial Account for the exclusive benefit of the Account Owner and the Account Owner's Beneficiaries.

**Custodian.** A Custodian of an HSA must be a bank, an insurance company, a person previously approved by the IRS to be a Custodian of an individual retirement account (IRA) or Archer MSA, or any other person approved by the IRS.

**High Deductible Health Plan (HDHP).** For calendar year 2015, an HDHP for self-only coverage has a minimum annual deductible of \$1,300 and an annual out-of-pocket maximum (deductibles, co-payments and other amounts, but not premiums) of \$6,450. In 2016, the minimum annual deductible for self-only coverage is \$1,300 and the annual out-of-pocket maximum increases to \$6,550. For calendar year 2015, an HDHP for family coverage has a minimum annual deductible of \$2,600 and an annual out-of-pocket maximum of \$12,900. In 2016, the minimum annual deductible for family coverage is \$2,600 and the annual out-of-pocket maximum increases to \$13,100. These limits are subject to cost-of-living adjustments after 2016.

**Identifying Number.** The Account Owner's social security number will serve as the identification number of this HSA. For married persons, each spouse who is eligible to open an HSA and wants to contribute to an HSA must establish his or her own account. An employer identification number (EIN) is required only for an HSA for which a return is filed to report unrelated business taxable income. An EIN is also required for a common fund created for an HSA.

**Qualified Medical Expenses.** *Qualified Medical Expenses* are amounts paid for medical care as defined in section 213(d) for the Account Owner, his or her spouse, or dependents (as defined in section 152), but only to the extent that such amounts are not compensated for by insurance or otherwise. With certain exceptions, health insurance premiums are not qualified medical expenses.

**Regulations.** *Regulations* mean the U.S. Treasury Regulations.

**Self-only Coverage and Family Coverage Under an HDHP.** Family coverage means coverage that is not self-only coverage.

**ACCOUNT OWNER'S RESPONSIBILITIES.** All information that the Account Owner has provided or will provide to the Custodian under this Agreement is complete and accurate and the Custodian may rely upon it. The Account Owner will comply with all legal requirements governing this Agreement and assume all responsibility for their actions including, but not limited to, eligibility determination, contributions, distributions, penalty infractions, proper filing of tax returns and other issues related to activities regarding this Agreement. The Account Owner is responsible for determining the suitability of the High Deductible Health Plan associated with this HSA. The Account Owner agrees to indemnify and hold the Custodian harmless for any adverse consequences or losses incurred based on the representations, statements, actions or inactions of the insurance company or agent that sold the Account Owner the HDHP associated with this HSA.

Subject to the policies and practices of the Custodian, the Account Owner may delegate certain responsibilities by appointing an Authorized Agent in writing in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian may fully rely on instructions from the Authorized Agent as if the Custodian had received the instructions from the Account Owner. The Account Owner will provide the Custodian the information the Custodian believes appropriate to

comply with the requirements of Section 326 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (U.S.A. PATRIOT) Act of 2001. The Account Owner will pay the Custodian reasonable compensation for its services, as disclosed in the applicable fee schedules.

**CONTRIBUTIONS.** Except for certain rollovers and transfers, the Custodian will not accept contributions to the Custodial Account for any year that exceed the maximum amounts permitted by law, as indexed each year.

The Custodian reserves the right not to permit distributions to be returned to the Custodial Account due to "mistake of fact." However, any acceptance of a return of a mistaken distribution from the Custodial Account by the Custodian will be based on relevant facts and circumstances, including the Account Owner's certification that there is clear and convincing evidence that the amounts were distributed from the HSA because of a mistake of fact due to reasonable causes, and whether the amounts are being returned by April 15 following the first year the Account Owner knew or should have known the distribution was a mistake. The Account Owner will indemnify and hold the Custodian harmless for any taxes, penalties, or losses incurred by his or her actions or inactions regarding a return of a mistaken distribution from the Custodial Account.

**INVESTMENT RESPONSIBILITIES.** All investment decisions are the sole responsibility of the Account Owner, and the Account Owner is responsible to direct the Custodian in writing, or other acceptable form and manner authorized by the Custodian, regarding how all amounts are to be invested. Subject to the policies and practices of the Custodian, the Account Owner may delegate investment authority by appointing an Authorized Agent in writing or in a form and manner acceptable to the Custodian. Upon receipt of instructions from the Account Owner and proof of acceptance by the Authorized Agent, the Custodian will accept investment direction and may fully rely on those instructions as if the Custodian had received the instructions from the Account Owner.

The Custodian will determine the investments available within the Custodial Account. These investments will be permissible investments under the applicable laws and Regulations. The Custodian may change its investment options from time to time and the Account Owner may move his or her monies in the Custodial Account to different investments. Any investment changes within the Custodial Account are subject to the terms and conditions of the investments, including but not limited to minimum deposit requirements and early redemption penalties.

The Custodian will not provide any investment direction, suitability recommendations, tax advice, or any other investment guidance. Further, the Custodian has no duty to question the investment directions provided by the Account Owner or any issues relating to the management of the Custodial Account. The Account Owner will indemnify and hold the Custodian harmless from and against all costs and expenses (including attorney's fees) incurred by the Custodian in connection with any litigation regarding the investments within the Custodial Account where the Custodian is named as a necessary party.

The Custodian will promptly execute investment instructions received from the Account Owner if the instructions are in a form and manner acceptable to the Custodian. If the Custodian determines the instructions from the Account Owner are unclear or incomplete, the Custodian may request additional instructions. Until clear instructions are received, the Custodian reserves the right, in good faith, to leave the contribution uninvested, place the contribution in a holding account (e.g., a money market account), or return the contribution to the Account Owner. The Custodian will not be liable for any investment losses due to such delays in receiving clear investment instructions. Further, the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences or losses incurred from the Custodian's actions or inactions relating to the investment directions received from the Account Owner or Authorized Agent.

The Account Owner will not engage in transactions not permitted under the Agreement, including, but not limited to, the investment in collectibles or life insurance contracts, or engage in a prohibited transaction under Code section 4975.

**BENEFICIARY DESIGNATION.** The Account Owner may designate any person(s) or entity(ies) as primary and contingent Beneficiaries by completing a written designation in a form and manner acceptable to the Custodian filed with the Custodian during the Account Owner's lifetime. Unless otherwise indicated, all subsequent Beneficiary designations revoke all prior designations. Beneficiaries may be changed or revoked by the Account Owner at any time by executing a written designation in a form and manner acceptable to the Custodian.

If the Account Owner is married and subject to the marital or community property laws that require the consent of the Account Owner's spouse to name a beneficiary other than or in addition to such spouse, the Account Owner understands that he or she is responsible for any and all tax and legal ramifications, and he or she should consult a competent tax and/or legal advisor before making such designation.

Upon the Account Owner's death, if the primary designated beneficiary is the Account Owner's surviving spouse, the Custodial Account becomes the Custodial Account of such surviving spouse. If the primary designated beneficiary is someone other than a surviving spouse, the Custodial Account ceases to be an HSA as of the date of death, and the fair market value of the assets in the Custodial Account as of the date of death are includable in such person's gross income for the year of the Account Owner's death. If no primary Beneficiaries survive the Account Owner, the Custodial Account will be paid to surviving contingent Beneficiaries in equal shares, unless indicated otherwise. If no primary or contingent Beneficiaries survive the Account Owner, or if the Account Owner fails to designate beneficiaries during his or her lifetime, the Account Owner's estate is the Beneficiary and the fair market value of the Custodial Account will be included on the final tax return filed for the Account Owner's estate. No payment will be made to any Beneficiary until the Custodian receives appropriate evidence of the Account Owner's death as determined by the Custodian.

If a Beneficiary is a minor, the Custodian is relieved of all of its obligations as Custodian by paying the Custodial Account to the minor's parent or legal guardian upon receiving written instructions from such parent or legal guardian.

The Account Owner represents and warrants that all beneficiary designations meet the applicable laws. The Custodian will exercise good faith in distributing the Account Owner's Custodial Account consistent with the beneficiary designation. The Account Owner, for the Account Owner and the heirs, beneficiaries and estate of the Account Owner, agrees to indemnify and hold the Custodian harmless against any and all claims, liabilities and expenses resulting from the Custodian's payment of the Custodial Account in accordance with such beneficiary designation and the terms of the Agreement.

**DISTRIBUTIONS.** The Account Owner may request distributions from the Custodial Account in a form and in a manner acceptable to the Custodian. The Custodian is not obligated to distribute the Custodial Account unless it is satisfied it has received the required information to

perform its administrative and legal reporting obligations. Information the Custodian may require includes, but is not limited to, taxpayer identification number, distribution reason, and proof of identity.

The Custodian will not be liable for and the Account Owner will indemnify and hold the Custodian harmless for any adverse consequences and/or penalties resulting from the Account Owner's actions or inactions regarding distributions from the Custodial Account, including whether the distributions are used to pay for Qualifying Medical Expenses. The Custodian reserves the right to reasonably restrict the frequency and amount of distributions from the Custodial Account.

**AMENDMENTS AND TERMINATION.** The Custodian may amend this Agreement at any time to comply with legal and regulatory changes and to modify the Agreement as the Custodian determines advisable. Any such amendment will be sent to Account Owner at the last known address on file with the Custodian. The amendment will be effective on the date specified in the notice to the Account Owner. At the Account Owner's discretion, the Account Owner may direct that the Custodial Account be transferred to another trustee or custodian. The Custodian will not be liable for any losses for any actions or inactions of any successor trustee or custodian.

The Account Owner may terminate this Agreement at any time by providing a written notice of such termination to the Custodian in a form and manner acceptable to the Custodian. As of the date of the termination notice, the Custodian will no longer accept additional deposits under the Agreement. Upon receiving a termination notice, the Custodian will continue to hold the assets and act upon the provisions within the Agreement until the Account Owner provides additional instructions. If no instructions are provided by the Account Owner to the Custodian within 30 days of the termination notice, and unless the Custodian and Account Owner agree in writing otherwise, the Custodian will distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian. The Custodian may resign at any time by providing 30 days written notice to the Account Owner. Upon receiving such written notice, the Account Owner will appoint a successor trustee or custodian in writing. Upon such appointment and upon receiving acknowledgment from the successor trustee or custodian of acceptance of the Custodial Account, the Custodian shall transfer the Custodial Account, less any applicable fees or penalties, to the successor trustee or custodian. If no successor trustee or custodian is appointed or no distribution instructions are provided by the Account Owner, the Custodian may, at its own discretion, select a successor trustee or custodian and transfer the Custodial Account, less any applicable fees or penalties, or may distribute the Custodial Account, less any applicable fees or penalties, as a single payment to the Account Owner. The Custodian shall not be liable for any losses for any actions or inactions of any successor trustee or custodian.

By establishing a health savings account with the Custodian, you agree that you will substitute another custodian or trustee in place of the existing Custodian upon notification by the Commissioner of the Internal Revenue Service or his or her delegate, that such substitution is required because the Custodian has failed to comply with the requirements of the Internal Revenue Code by not keeping such records, or making such returns or rendering such statements as are required by the Internal Revenue Code, or otherwise.

**INSTRUCTIONS, CHANGES OF ADDRESSES AND NOTICES.** The Account Owner is responsible to provide any instructions, notices or changes of address in writing to the Custodian. Such communications will be effective upon actual receipt by the Custodian, unless otherwise indicated in writing by the Account Owner. Any notices required to be sent to the Account Owner by the Custodian will be sent to the last address on file with the Custodian and are effective when mailed unless otherwise indicated by the Custodian. If authorized by the Custodian and provided by the Account Owner in the Application, Account Agreement or other documentation acceptable to the Custodian, an electronic address is an acceptable address to provide and receive such communications.

**FEES AND CHARGES.** The Custodian reserves the right to charge fees for performing its duties and meeting its obligations under this Agreement. All fees, which are subject to change from time to time, will be disclosed on the Custodian's fee schedule or other disclosure document provided by the Custodian. The Custodian will provide the Account Owner 30 days written notice of any fee changes. The Custodian will collect all fees from the cash proceeds in the Custodial Account. If there is insufficient cash in the Custodial Account, the Custodian may liquidate investments, at its discretion, to satisfy fee obligations associated with the Agreement. Alternatively, if the Custodian so authorizes and if separate payment of fees or other expenses is permissible under applicable federal and/or state laws, the fees may be paid separately outside of the Custodial Account.

If the Custodian offers investments other than depository products, the Account Owner recognizes that the Custodian may receive compensation from other parties.

**TRANSFERS AND ROLLOVERS.** The Custodian will accept transfers and rollovers from other HSAs. The Account Owner represents and warrants that only eligible transfers and rollovers will be made to the Custodial Account. The Custodian reserves the right to refuse any transfer or rollover and is under no obligation to accept certain investments or property it cannot legally hold or determines is an ineligible investment in the Custodial Account.

The Custodian will duly act on written instructions from the Account Owner received in a form and manner acceptable to the Custodian to transfer the HSA to a successor trustee or custodian. The Custodian is not liable for any actions or inactions by any predecessor or successor trustee or custodian or for any investment losses resulting from the timing of or sale of assets resulting from the transfer or rollover.

## MISCELLANEOUS

**Account Owner's Age.** The Custodian will track the Account Owner's age and will rely on the information provided by the Account Owner.

**Agreement.** This Agreement and all amendments are subject to all state and federal laws. The laws of the Custodian's domicile will govern should any state law interpretations be necessary concerning this Agreement.

**Authorized Agent.** If you have designated that the Authorized Agent shall continue to have power after your disability or incapacity, the Authorized Agent's authority survives your disability or incapacity. The Authorized Agent may act for a disabled or incapacitated party until the authority of the Authorized Agent is terminated. If you have designated that the Authorized Agent shall not have power after your disability or incapacity, the Authorized Agent's authority terminates upon your disability or incapacity. If you failed to specify

whether the Authorized Agent's authority survives or instead terminates upon your disability or incapacity, the authority will be presumed to survive your disability or incapacity. Your death terminates the authority of the Authorized Agent. We may continue to rely on the agency designation to the extent permitted by law until we have proper notice of an event of termination and have had a reasonable period of time to act upon it.

**Custodian Acquired/Merged.** If the Custodian is purchased by or merged with another financial institution qualified to serve as a trustee or custodian, that institution will automatically become the trustee or custodian of this Health Savings Account unless otherwise indicated.

**Custodian as Agent.** The Account Owner acknowledges that he/she has the sole responsibility for any taxes, penalties or other fees and expenses associated with his or her actions or inactions regarding the laws, regulations and rules associated with this Agreement. Further, the Account Owner acknowledges and understands that the Custodian will act solely as an agent for the Account Owner and bears no fiduciary responsibility. The Custodian will rely on the information provided by the Account Owner and has no duty to question or independently verify or investigate any such information. The Account Owner will indemnify and hold the Custodian harmless from any liabilities, including claims, judgments, investment losses, and expenses (including attorney's fees), which may arise under this Agreement, except liability arising from gross negligence or willful misconduct of the Custodian.

**Employer Contributions.** The Custodian is not responsible for monitoring Employer Contributions or notifying the Account Owner of any Employer Contributions to the HSA. The Account Owner is responsible for contacting his or her employer regarding matters relating to Employer Contributions, and agrees to indemnify and hold the Custodian harmless for any costs, penalties, expenses, or losses as a result of the employer's failure to make contributions to or to properly determine comparable employee contributions for the Account Owner's HSA.

**Exclusive Benefit.** The Custodial Account is maintained for the exclusive benefit of the Account Owner and his or her Beneficiary(ies). To the extent permitted by law, no creditors of the Account Owner may at any time execute any lien, levy, assignment, attachment or garnishment on any of the assets in the Custodial Account.

**Maintenance of Records.** The Custodian will maintain adequate records and perform its reporting obligations required under the Agreement. The Custodian's sole duty to the Account Owner regarding reporting is to furnish the IRS mandated reports as required in Article VIII of this Agreement. The Custodian may, at its discretion, furnish additional reports or information to the Account Owner. The Account Owner approves any report furnished by the Custodian unless within 30 days of receiving the report, the Account Owner notifies the Custodian in writing of any discrepancies. Upon receipt of such notice, the Custodian's responsibility is to investigate the request and make any corrections or adjustments accordingly.

**Minimum Value.** The Custodian reserves the right to establish account minimums. The Custodian may resign or charge additional fees if the minimums are not met.

**Other Providers.** At its discretion, the Custodian may appoint other service providers to fulfill certain obligations, including reporting responsibilities, and may compensate such service providers accordingly.

**Severability.** If any part of this Agreement is invalid or in conflict with applicable law or regulations, the remaining portions of the Agreement will remain valid.

## GENERAL INSTRUCTIONS

*Section references are to the Internal Revenue Code unless otherwise noted.*

**What's New.** Additional Tax. For tax years beginning after December 31, 2010, the additional tax on distributions not used for qualified Medical expenses increases from 10% to 20%.

**Purpose of Form.** Form 5305-C is a model Custodial Account Agreement and has been approved by the IRS. An HSA is established after the form is fully executed by both the individual Account Owner and the Custodian. The form can be completed at any time during the tax year. This account must be created in the United States for the exclusive benefit of the Account Owner.

**Do not** file Form 5305-C with the IRS. Instead, keep it with your records.

For more information on HSAs, see Notice 2004-2, 2004-2 I.R.B. 269, Notice 2004-50, 2004-33 I.R.B. 196, Pub. 969, Health Savings Accounts and Other Tax-Favored Health Plans, and other IRS published guidance.

## SPECIFIC INSTRUCTIONS

**Article XI.** Article XI and any that follow it may incorporate additional provisions that are agreed to by the Account Owner and Custodian. The additional provisions may include, for example, definitions, restrictions on rollover contributions from HSAs or Archer MSAs (requiring a rollover not later than 60 days after receipt of a distribution and limited to one rollover during a one-year period), investment powers, voting rights, exculpatory provisions, amendment and termination, removal of the Custodian, Custodian's fees, state law requirements, treatment of excess contributions, distribution procedures (including frequency or minimum dollar amount), use of debit, credit, or stored-value cards, return of mistaken distributions and descriptions of prohibited transactions. Attach additional pages if necessary.

## FUNDS AVAILABILITY POLICY DISCLOSURE

Bank of Cashton  
723 Main Street  
PO Box 70  
Cashton, WI 54619

**BANK OF CASHTON**  
Since 1899

www.bankofcashton.com  
(800) 207-7203

**PURPOSE OF THIS DISCLOSURE.** The information here describes our policy of holding deposited items in an account before funds are made available to you for withdrawal. This is our Funds Availability Policy. In summary, our policy is to make your funds available by the first Business Day after the day of deposit. Please refer to the section DETERMINING THE AVAILABILITY OF YOUR DEPOSIT for the complete policy.

For purposes of this disclosure, the terms "you"/"your" refer to the customer and the terms "our"/"we"/"us" refer to BANK OF CASHTON. The term "account" includes any demand deposit, negotiable order of withdrawal account, savings deposit, money market account or other non-time deposit account.

**DETERMINING THE AVAILABILITY OF YOUR DEPOSIT.** The length of the delay varies depending on the type of deposit and is explained below. When we delay your ability to withdraw funds from a deposit, you may not withdraw the funds in cash, and we will not pay checks you have written on your account by using these funds. Even after we have made funds available to you and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

When we delay your ability to withdraw funds, the length of the delay is counted in Business Days from the day of your deposit. The term "Business Day" means any day other than a Saturday, Sunday or federally declared legal holiday, and the term "Banking Day" means that part of any Business Day on which we are open to the public for carrying on substantially all of our banking functions.

If you make a deposit before 4:30 p.m. on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 4:30 p.m. or on a day that we are not open, we will consider the deposit made on the next Business Day we are open.

### AVAILABILITY SCHEDULE

**Same Day Availability.** Funds from electronic direct deposits to your account will be available on the day we receive the deposit. In addition, funds from deposits of:

- cash (if made in person to an employee of BANK OF CASHTON\*)
- wire transfers
- U.S. Treasury checks (if payable to you and deposited into your account)
- U.S. Postal Service money orders (if payable to you and deposited into your account, and the deposit is made in person to an employee of BANK OF CASHTON\*)
- Federal Reserve Bank or Federal Home Loan Bank checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of BANK OF CASHTON\*)
- State or Local Government checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of BANK OF CASHTON\*)
- Cashier's, Certified, or Teller's checks (if payable to you and deposited into your account, and the deposit is made in person to an employee of BANK OF CASHTON\*)
- checks drawn on us

will also be available on the day of deposit.

\*If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available no later than the second Business Day after the day of your deposit.

**Next Day Availability.** Funds from all other check deposits will be made available by the first Business Day after the day of deposit.

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you according to the previously stated availability schedule. 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 \$200.00 of your deposits, however, may be available by the first Business Day after the day of deposit.

If we are not going to make all of the funds from your deposit available to you according to the previously stated availability schedule, 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.

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- (a) if we believe a check you deposit will not be paid;
- (b) if you deposit checks totaling more than \$5,000 on any one day;
- (c) if you redeposit a check that has been returned unpaid;
- (d) if you have overdrawn your account repeatedly in the last six months; or
- (e) if an emergency condition arises that would not enable us to make the funds available to you, such as the failure of computer or communications equipment.

We will notify you if we delay your availability 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. If you will need the funds from a deposit right away, you should ask us when the funds will be available.



**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 by the first Business Day after the day of 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 by the fifth 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 deposit.

Funds from all other check deposits will be available by the seventh Business Day after the day of deposit.

**FOREIGN CHECKS.** Checks drawn on financial institutions outside of the U.S. (foreign checks) cannot be processed the same as checks drawn on U.S. financial institutions. Foreign checks are exempt from the policies outlined in this disclosure. Generally, the availability of funds from deposits of foreign checks will be delayed for the time it takes us to collect the funds from the financial institutions upon which they are drawn.

## SUBSTITUTE CHECK POLICY DISCLOSURE

Bank of Cashton  
723 Main Street  
PO Box 70  
Cashton, WI 54619

**BANK OF CASHTON**  
Since 1899

www.bankofcashton.com  
(800) 207-7203

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### IMPORTANT INFORMATION ABOUT YOUR ACCOUNT

#### Substitute Checks and Your Rights

**WHAT IS A SUBSTITUTE CHECK?** To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

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

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

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

**HOW DO I MAKE A CLAIM FOR A REFUND?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us by:

Phone at: (800) 205-7203 or  
Mail at: Bank of Cashton  
PO Box 70  
Cashton, WI 54619  
Email at: info@cashton.com

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

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check such as the check number, the name of the person to whom you wrote the check, the amount of the check.

## ELECTRONIC FUND TRANSFER DISCLOSURE

Bank of Cashton  
723 Main Street  
PO Box 70  
Cashton, WI 54619

**BANK OF CASHTON**  
Since 1899

www.bankofcashton.com  
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For purposes of this disclosure the terms "we", "us" and "our" refer to BANK OF CASHTON. The terms "you" and "your" refer to the recipient of this disclosure.

The Electronic Fund Transfer Act and Regulation E require institutions to provide certain information to customers regarding electronic fund transfers (EFTs). This disclosure applies to any EFT service you receive from us related to an account established primarily for personal, family or household purposes. Examples of EFT services include direct deposits to your account, automatic regular payments made from your account to a third party and one-time electronic payments from your account using information from your check to pay for purchases or to pay bills. This disclosure also applies to the use of your Debit Card and HSA Debit Card (hereinafter referred to collectively as "Debit Card") at automated teller machines (ATMs) and any networks described below.

This disclosure contains important information about your use of electronic fund transfer (EFT) services provided by BANK OF CASHTON in relation to accounts established primarily for personal, family or household purposes. Please read this document carefully and retain it for future reference.

**DEFINITION OF BUSINESS DAY.** Business days are Monday through Friday excluding holidays.

### ELECTRONIC FUND TRANSFER SERVICES PROVIDED

**DEBIT CARD SERVICES.** The services available through use of your debit card are described below.

#### DEBIT CARD SERVICES.

- You may withdraw cash from your checking account(s), savings account(s), NOW account(s), and Super NOW Account(s).
- You may make deposits into your checking account(s), savings account(s), money market account(s), NOW account(s), and Super NOW Account(s).
- You may transfer funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, and NOW accounts and money market accounts.
- You may make balance inquiries on your checking account(s), savings account(s), NOW account(s), and Super NOW Account(s).
- You may use your card at any merchant that accepts Visa<sup>®</sup> debit cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa<sup>®</sup>.** When you use your card on the SHAZAM network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. Transactions processed in this manner may not qualify for Visa<sup>®</sup> rewards or points as they are not processed on the Visa<sup>®</sup> network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

#### HSA DEBIT CARD SERVICES.

- You may make deposits into your Health Savings Account(s).
- You may make balance inquiries on your Health Savings Account(s).
- You may use your card at any merchant that accepts Visa<sup>®</sup> debit cards for the purchase of goods and services.
- **PIN-LESS DEBIT TRANSACTIONS - Visa<sup>®</sup>.** When you use your card on the SHAZAM network(s) the transaction may be processed as a debit transaction without requiring PIN authentication ("PIN-less"). Transactions that are completed as PIN-less debit transactions will not be processed by Visa<sup>®</sup> and may post to your account as an ATM or Debit transaction rather than a Visa<sup>®</sup> purchase. Transactions processed in this manner may not qualify for Visa<sup>®</sup> rewards or points as they are not processed on the Visa<sup>®</sup> network.

Transactions completed as PIN-less debit transactions include, but may not be limited to, government payments, utilities, and property management fees.

Your cards may also be used to obtain cash from your designated account at participating financial institutions when so authorized under the terms of your Account Agreement.

### ATM SERVICES

NETWORK. Your ability to perform the transactions or access the accounts set forth above depends on the location and type of ATM you are using and the network through which the transaction is being performed. A specific ATM or network may not perform or permit all of the above transactions.

Besides being able to use your Debit Card at our ATM terminals, you may access your accounts through the following network(s): SHAZAM, PLUS

ATM 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.

**POINT OF SALE TRANSACTIONS.** Listed below are the cards you may use to purchase goods and services from merchants that have arranged to accept your cards as a means of payment (these merchants are referred to as "Participating Merchants"). Some Participating Merchants may permit you to receive cash back as part of your purchase. Purchases made with your cards, including any purchase where you receive cash, are referred to as "Point of Sale" transactions and will cause your "designated account" to be debited for the amount of the purchase. We have the right to return any check or other item drawn against your account to ensure there are funds available to pay for any Point of Sale transaction. We may, but do not have to, allow transactions which exceed your available account balance or, if applicable, your available overdraft protection. If we do, you agree to pay the overdraft.

The following cards and the corresponding designated account(s) may be used for Point of Sale transactions:

- Debit Card: checking account.
- HSA Debit Card: Health Savings Account.

Health Savings Accounts (HSA). We permit you to access your HSA with a card. This service is offered for the convenience of managing your HSA. However, electronically accessing your HSA - for example, getting additional cash back on an HSA debit card transaction - can raise a variety of tax concerns. As a result, before electronically accessing your HSA make sure you are using the correct card. Also, it is your responsibility to ensure the contributions, distributions, and other actions related to your HSA, comply with the law, including federal tax law. As always, we recommend consulting a legal or tax professional if you have any questions about managing your HSA. The terms of this disclosure are intended to work in conjunction with IRS Form 5305-C provided to you earlier. **CURRENCY CONVERSION - Visa®.** CURRENCY CONVERSION - Visa®. When you use your card with the Visa® logo 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 a rate selected by Visa® from a range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa® itself receives, or the government-mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by the issuer. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

**SERVICES PROVIDED THROUGH USE OF EAGLE 24 HOUR TRANSACTION LINE.** You may perform the following functions through use of EAGLE 24 HOUR TRANSACTION LINE:

- You may initiate transfers of funds between your checking and savings accounts, checking and money market accounts, checking and NOW accounts, savings and money market accounts, savings and NOW accounts, NOW accounts and money market accounts, Checking and Health Savings Accounts, and Savings and Health Savings Accounts.
- You may make balance inquiries on your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account, Health Savings Account, and Loan(s).

In addition, you may perform other transactions such as: withdrawal history about checking, savings, certificate of deposit or line of credit. You may also get deposit history about checking, savings or certificate of deposit. Finally, you may get transaction history about checking, savings, certificate of deposit or loan.

You may access your account for telephone transactions at the following number(s) and during the following hours:

- (800) 461-7430 (Toll Free 24 Hours)

- (608) 654-7412 (Local 24 Hours)

#### **PREAUTHORIZED TRANSFER SERVICES**

- You may arrange for the preauthorized automatic deposit of funds to your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s).
- You may arrange for the preauthorized automatic payment of bills from your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s).

**SERVICES PROVIDED THROUGH USE OF INTERNET BANKING.** BANK OF CASHTON offers its customers use of our Internet Banking service.

You may access your accounts by computer at [www.bankofcashton.com](http://www.bankofcashton.com) and using your user name and password 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
- make payments from checking to line of credit
- get balance information about checking, savings, certificate of deposit, line of credit or loans
- get withdrawal history about checking, savings, certificate of deposit, line of credit or loans
- get deposit history about checking, savings, certificate of deposit or line of credit
- get transaction history about checking, savings, certificate of deposit or line of credit

**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 to pay bills.

#### 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 financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers.

Examples of these transfers include, but are not limited to:

- Preauthorized credits
- Preauthorized payments
- Electronic check conversion
- Electronic returned check charge

#### **LIMITATIONS ON TRANSACTIONS**

##### **TRANSACTION LIMITATIONS - DEBIT CARD**

**CASH WITHDRAWAL LIMITATIONS:** You may withdraw up to \$500.00 through use of ATMs in any one day. You may make up to 3 withdrawals of cash through use of ATMs in any one day.

**POINT OF SALE LIMITATIONS:** You may buy up to \$700.00 worth of goods or services in any one day through use of our Point of Sale service.

**TOTAL DAILY LIMITS:** In addition to the ATM limit or Point of Sale limits disclosed above, a total daily limit is imposed on these transactions. The maximum amount of cash withdrawals and Point of Sale transactions is limited to \$700.00 in any one day.

##### **TRANSACTION LIMITATIONS - HSA DEBIT CARD**

**POINT OF SALE LIMITATIONS:** You may buy up to \$500.00 worth of goods or services in any one day through use of our Point of Sale service.

##### **OTHER LIMITATIONS**

- The terms of your account(s) may limit the number of withdrawals you may make each month. Restrictions disclosed at the time you opened your account(s), or sent to you subsequently will also apply to your electronic withdrawals and electronic payments unless specified otherwise.
- We reserve the right to impose limitations for security purposes at any time.

**LIMITS ON TRANSFERS FROM CERTAIN ACCOUNTS.** Federal regulation limits the number of checks, telephone transfers, online transfers and preauthorized electronic transfers to third parties (including Point of Sale transactions) from money market and savings type accounts. You are limited to six such transactions from each money market and/or savings type account(s) you have each month for purposes of making a payment to a third party or by use of a telephone or computer.

## **NOTICE OF RIGHTS AND RESPONSIBILITIES**

The use of any electronic fund transfer services described in this document creates certain rights and responsibilities regarding these services as described below.

### **RIGHT TO RECEIVE DOCUMENTATION OF YOUR TRANSFERS**

**TRANSACTION RECEIPTS.** Depending on the location of an ATM, you may not be given the option to receive a receipt if your transaction is \$15.00 or less. Upon completing a transaction of more than \$15.00, you will receive a printed receipt documenting the transaction (unless you choose not to get a paper receipt). These receipts (or the transaction number given in place of the paper receipt) should be retained to verify that a transaction was performed. A receipt will be provided for any transaction of more than \$15.00 made with your Debit Card at a Participating Merchant. If the transaction is \$15.00 or less, the Participating Merchant is not required to provide a receipt.

**PERIODIC STATEMENTS.** If your account is subject to receiving a monthly statement, all EFT transactions will be reported on it. If your account is subject to receiving a statement less frequently than monthly, then you will continue to receive your statement on that cycle, unless there are EFT transactions, in which case you will receive a monthly statement. In any case you will receive your statement at least quarterly.

**PREAUTHORIZED DEPOSITS.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company:

- the person or company making the deposit will tell you every time they send us the money.
- you can call us at (608) 654-5121 or (800) 205-7203 to find out whether or not the deposit has been made.

**USING YOUR CARD AND PERSONAL IDENTIFICATION NUMBER ("PIN").** In order to assist us in maintaining the security of your account and the terminals, the Debit Card remains our property and may be revoked or canceled at any time without giving you prior notice. You agree not to use your Debit Card for a transaction that would cause your account balance to go below zero, or to access an account that is no longer available or lacks sufficient funds to complete the transaction, including any available line of credit. We will not be required to complete any such transaction, but if we do, we may, at our sole discretion, charge or credit the transaction to another account; you agree to pay us the amount of the improper withdrawal or transfer upon request.

Certain transactions involving your Debit Card require use of your PIN. Your PIN is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify BANK OF CASHTON immediately if your Debit Card is lost or if the secrecy of your PIN is compromised. You also agree not to reveal your PIN to any person not authorized by you to use your Debit Card or to write your PIN on your Debit Card or on any other item kept with your Debit Card. We have the right to refuse a transaction on your account when your Debit Card or PIN has been reported lost or stolen or when we reasonably believe there is unusual activity on your account.

The security of your account depends upon your maintaining possession of your Debit Card and the secrecy of your PIN. You may change your PIN if you feel that the secrecy of your PIN has been compromised. You may change your PIN via the telephone or contacting the Bank of Cashton at (800) 205-7203 and requesting a new Easy PIN Reference Number.

### **RIGHTS REGARDING PREAUTHORIZED TRANSFERS**

**RIGHTS AND PROCEDURES TO STOP PAYMENTS.** If you have instructed us to make regular preauthorized transfers out of your account, you may stop any of the payments. To stop a payment,

call us at: (608) 654-5121 or (800) 205-7203

or

write to: Bank of Cashton  
PO Box 70  
Cashton, WI 54619

We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: your account number, the date the transfer is to take place, to whom the transfer is being made and the amount of the scheduled transfer. If you call, we may require you to put your request in writing and deliver it to us within fourteen (14) days after you call.

**NOTICE OF VARYING AMOUNTS.** If you have arranged for automatic periodic payments to be deducted from your checking or savings account and these payments vary in amount, you will be notified by the person or company you are going to pay ten days prior to the payment date of the amount to be deducted. 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.

**OUR LIABILITY FOR FAILURE TO STOP PREAUTHORIZED TRANSFER PAYMENTS.** If you order us to stop one of the payments and have provided us with the information we need at least three (3) business days prior to the scheduled transfer, and we do not stop the transfer, we will be liable for your losses or damages.

**YOUR RESPONSIBILITY TO NOTIFY US OF LOSS OR THEFT.** If you believe your Debit Card or PIN or internet banking access code has been lost or stolen,

call us at: (800) 264-5578 (24 Hours a day)

or

write to: Bank of Cashton  
PO Box 70  
Cashton, WI 54619

You should immediately notify the Bank of Cashton of any loss, theft, disappearance or known suspected unauthorized use of your debit card. Please call the Bank of Cashton at (608) 654-5121 during normal business hours or (800) 383-8000 after hours.

You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

**CONSUMER LIABILITY.** Tell us at once if you believe your Debit Card or PIN or internet banking access 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. If you tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN you can lose no more than fifty dollars (\$50) if someone used your Debit Card or PIN without your permission. If you do not tell us within two (2) business days after you learn of the loss or theft of your Debit Card or PIN and we can prove we could have stopped someone from using your Debit Card or PIN without your permission if you had given us notice, you can lose as much as five hundred dollars (\$500).

The limitations on your liability for unauthorized transfers described in the following paragraph do not apply to preauthorized automatic payments from your checking account(s), savings account(s), money market account(s), NOW account(s), Super NOW Account(s), and Health Savings Account(s). Unless you have complied with the procedures to stop the preauthorized payment described above, your liability for such unauthorized transfers is unlimited.

If your statement shows transfers you did not make (other than a preauthorized transfer), including those made by card, code, or other means, tell us at once. If you do not tell us within sixty (60) days after the statement was transmitted to you, you may not receive back any money you lost after the sixty (60) days, and therefore, you could lose all the money in your account (plus your maximum overdraft line of credit, if applicable), if we can prove that we could have stopped someone from taking the money had you given us notice in time. If a good reason (such as a long trip or hospital stay) keeps you from giving the notice, we will extend the time periods.

**CONSUMER LIABILITY FOR UNAUTHORIZED TRANSACTIONS INVOLVING DEBIT CARD HSA DEBIT CARD.**

The limitations on your liability for unauthorized transactions described above generally apply to all electronic fund transfers. However, different limitations apply to certain transactions involving your card with the Visa® logo. These limits apply to unauthorized transactions processed on the Visa® or Plus Network.

If you notify us about an unauthorized transaction involving your card with the Visa® logo and the unauthorized transaction took place on the Visa® or Plus Network, zero liability will be imposed on you for the unauthorized transaction. We may increase the limit of your liability for such unauthorized transactions if we reasonably determine, based on substantial evidence, that you were grossly negligent or fraudulent in the handling of your account or your card with the Visa® logo. The zero liability provisions do not apply to PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions outside of the United States.

Your liability for unauthorized transactions with your card with the Visa® logo that involve PIN-based or PIN-less debit transactions not processed by the Visa® or Plus Network, including ATM transactions, are described under "Consumer Liability" above.

**IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR TRANSACTIONS.** In case of errors or questions about your electronic fund transfers,

call us at: (608)654-5121

or

write to: Bank of Cashton  
PO Box 70  
Cashton, WI 54619

or

email us at: [info@cashton.com](mailto:info@cashton.com)

or use the current information on your most recent account statement.

Notification should be made as soon as possible if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. You must contact BANK OF CASHTON no later than 60 days after we sent you the first statement on which the problem or error appears. You must be prepared to provide the following information:

- Your name and account number.

- A description of the error or transaction you are unsure about along with an explanation as to why you believe it is an error or why you need more information.
- The dollar amount of the suspected error.

If you provide oral notice, you will be required to send in your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days (twenty (20) business days for new accounts) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days (ninety (90) days for new accounts and foreign initiated or Point of Sale transfers) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days (twenty (20) business days for new accounts) for the amount which you think is in error, so that you will have the use of the money during the time it takes to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account. The extended time periods for new accounts apply to all electronic fund transfers that occur within the first thirty (30) days after the first deposit to the account is made, including those for foreign initiated or Point of Sale transactions. Visa's® cardholder protection policy requires that we provide provisional credit for losses from unauthorized Visa® Check Card use within five (5) business days of notification of the loss.

We will tell you the results within three (3) 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.

**LIABILITY FOR FAILURE TO COMPLETE TRANSACTION.** 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 as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If circumstances beyond our control (such as fire or flood, computer or machine breakdown, or failure or interruption of communications facilities) prevent the transfer, despite reasonable precautions we have taken.
- If we have terminated our Agreement with you.
- When your Debit Card has been reported lost or stolen or we have reason to believe that something is wrong with a transaction.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the account are subject to legal action preventing a transfer to or from your account.
- If the electronic terminal does not have enough cash to complete the transaction.

There may be other exceptions provided by applicable law.

**CHARGES FOR TRANSFERS OR THE RIGHT TO MAKE TRANSFERS**

PER TRANSACTION CHARGE. We may assess a fee for each preauthorized transfer, ATM transaction, telephone transaction or Point of Sale purchase you make. Please see the applicable schedule of fees to determine the applicable amount.

SCHEDULE OF FEES. The schedule of fees referred to above is being provided separately and is incorporated into this document by reference. Additional copies of the schedule may be obtained from BANK OF CASHTON upon request.

PREAUTHORIZED TRANSACTIONS. There are no additional charges for your use of preauthorized electronic fund transfers except as stated in our fee schedule, which is incorporated into this document by reference.

**DISCLOSURE OF ACCOUNT INFORMATION.** We will disclose information to third parties about your account or electronic fund transfers made to your account:

1. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s); 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 your permission in a record or writing.

**NOTICE OF ATM SAFETY PRECAUTIONS**

SAFETY PRECAUTIONS FOR ATM TERMINAL USAGE. Please keep in mind the following basic safety tips whenever you use an ATM:

- Have your Debit Card ready to use when you reach the ATM. Have all of your forms ready before you get to the machine. Keep some extra forms (envelopes) at home for this purpose.
- If you are new to ATM usage, use machines close to or inside a financial institution until you become comfortable and can conduct your usage quickly.



- If using an ATM in an isolated area, take someone else with you if possible. Have them watch from the car as you conduct your transaction.
- Do not use ATMs at night unless the area and machine are well-lighted. If the lights are out, go to a different location.
- If someone else is using the machine you want to use, stand back or stay in your car until the machine is free. Watch out for suspicious people lurking around ATMs, especially during the times that few people are around.
- When using the machine, stand so you block anyone else's view from behind.
- If anything suspicious occurs when you are using a machine, cancel what you are doing and leave immediately. If going to your car, lock your doors.
- Do not stand at the ATM counting cash. Check that you received the right amount later in a secure place, and reconcile it to your receipt then.
- Keep your receipts and verify transactions on your account statement. Report errors immediately. Do not leave receipts at an ATM location.

#### **ADDITIONAL PROVISIONS**

Your account is also governed by the terms and conditions of other applicable agreements between you and BANK OF CASHTON.

Disclosures Regarding Electronic "Wholesale Credit"

Transactions Subject to Uniform Commercial Code Article 4A

#### **Advisory Against Illegal Use**

You agree not to use your card(s) for illegal gambling or other illegal purposes. 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. Provisional Payment

Credit given by us to you with respect to an Automated Clearing House ("ACH") credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agree that we are entitled to a refund in 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 statement we provide to you. Choice of Law

We may accept on your behalf payments to your account which have been transmitted through one or more ACH and which are not subject to 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 Wisconsin, unless it has otherwise specified in a separate agreement that the law of some other state will govern.

**FACTS****WHAT DOES BANK OF CASHTON DO WITH YOUR PERSONAL INFORMATION?**

**BANK OF CASHTON**  
 Since 1899
**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 Credit history
- Assets and Wire transfer instructions

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

**How?**

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

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

**Questions?**

Call toll-free (800) 205-7203 or go to [www.bankofcashton.com/privacy-policy](http://www.bankofcashton.com/privacy-policy)

## What we do

<p><b>How does BANK OF CASHTON protect my personal information?</b></p>	<p>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.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<p><b>How does BANK OF CASHTON collect my personal information?</b></p>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>- Open an account or Apply for a loan</li> <li>- Give us your income information or Provide your mortgage information</li> <li>- Make a wire transfer</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
<p><b>Why can't I limit all sharing?</b></p>	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>- sharing for affiliates' everyday business purposes - information about your creditworthiness</li> <li>- affiliates from using your information to market to you</li> <li>- sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p>

## Definitions

<p><b>Affiliates</b></p>	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>BANK OF CASHTON does not share with our affiliates.</i></p>
<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>- <i>BANK OF CASHTON does not share with nonaffiliates so they can market to you.</i></p>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>- <i>BANK OF CASHTON doesn't jointly market.</i></p>