

# Consumer & Business Disclosures

## Terms and Conditions of Your Account

**AGREEMENT** - This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully. If you sign the signature card or open or continue to have your account with us, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

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

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

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

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

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

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

**DEPOSITS** - We will give only provisional credit until collection is final for any items, other than cash, we accept

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

**WITHDRAWALS** - Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs in the space designated for signatures on the signature card may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person signing the signature card to indorse any item payable to you or your order for deposit to this account or any other transaction with us. We may charge your account for a check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us, by any method we do not specifically permit, which is greater in number than the frequency permitted, or which is for an amount greater or less than any withdrawal limitations. Even if we honor a nonconforming request, we may treat continued abuse of the stated limitations (if any) as your act of closing the account. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply the frequency limitations. The fact that we may honor withdrawal requests that overdraw the available account balance does not obligate us to do so later. See the funds availability policy disclosure for information about when you can withdraw funds you deposit. For those accounts for which our funds availability policy disclosure does not apply, you can ask us when you make a deposit when those funds will be available for withdrawal.

## OWNERSHIP OF ACCOUNT AND BENEFICIARY

**DESIGNATION** - These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

**Single Account** - is owned by one person. **Joint Account - With Survivorship (And Not as Tenants In Common)** - is an account in the name of two or more persons. Each of you intends that when you die the balance in the account (subject to any previous pledge to which we have agreed) will belong to the survivor(s). If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common. **Joint Account - No Survivorship (As Tenants In Common)** - is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the "number of signatures" necessary for withdrawal.

**Community Property Account** - Such an account is issued to a husband and wife who intend that all of the property in the account, including earnings, be held as community property. **Revocable Trust or Pay-On-Death Account** - If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more

beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

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

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

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

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

**TELEPHONE TRANSFERS** – A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Unless a different limitation is disclosed in writing, we restrict the number of transfers from a savings account to another account or to third parties, to a maximum of six per month (less the number of “preauthorized transfers” during the month). Other account transfer restrictions may be described elsewhere.

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

**STATEMENTS** – You must examine your statement of account with “reasonable promptness.” If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

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

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

**DIRECT DEPOSITS** – If, in connection with a direct deposit plan, we deposit any amount in an account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

**TEMPORARY ACCOUNT AGREEMENT** – If this option is selected this is a temporary account agreement. Each person who signs in the space designated for signatures on the signature card (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

**SETOFF** – We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt you owe us now or in the future, by any of you having the right of withdrawal, to the extent of such persons’ or legal entity’s right to withdraw. If the debt arises from a note, “any due and payable debt” includes the total amount of which we are entitled to demand payment under the terms of the note at the time we set off, including any balance the due date for which we properly accelerate under the note.

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

**AGENT (Single Accounts only)** – A single individual is the owner. The agent is merely designated to conduct transactions on the owner’s behalf. We undertake no obligation to monitor transactions to determine that they are on the owner’s behalf.

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

**ACH AND WIRE TRANSFERS** – This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer for which Fedwire is used, and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying

number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. If we receive a credit to an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

**FACSIMILE SIGNATURES** – 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 the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose.

**PLEDGES** – Unless we agree otherwise in writing, each owner of this account may pledge all or any part of the funds in it for any purpose to which we agree. Any pledge of this account must first be satisfied before the rights of any surviving account owner or account beneficiary become effective.

## Funds Availability Policy

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

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

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

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

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

**LONGER DELAYS MAY APPLY.** In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. However, the first \$200 of your deposits will be available on the first business day.

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

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

**IN ADDITION,** funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

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

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

Funds from electronic direct deposits into your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,000.00 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state, and local government checks will be available on the first business day after the day of your deposit, if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000.00 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000.00 will not be available until the second business day after the day of your deposit.

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

## Schedule of Fees

Account Reconciliation (per hour) - \$10.00 minimum	\$25.00
ATM/Debit Card Replacement (after 1st replacement)	\$5.00
Bank to Bank Transfer (Online) Incoming Outgoing	No Charge \$2.00
Canadian Draft	\$20.00
Canadian Exchange (non-client)	10.00%/Minimum of \$2.00
Cashier's Check Client Re-issue (if lost, additional documentation required)	\$6.00 \$10.00
Check Collection (Incoming and Outgoing) Domestic International	\$40.00 \$50.00
Debit Card - Image Gallery Design	\$5.00
Debit Card Replacement (Rush)	\$25.00
Deposited Item Return	\$8.00
Dormant Account Fee (per month, after 12 months of no client account activity)	\$5.00
Fax Service (customer only) First Page Each Additional Page	\$5.00 \$1.00
Foreign Currency Exchange (Non-Canadian)	\$25.00
Gift Card Client (per card)	\$4.00
International Draft	\$35.00

Levy/Garnishment	\$100.00
Money Order Cleint	\$3.00
Check Cashing (non-client)	3.00%/Minimum of \$5.00
Overdraft or Returned Item (per item)*	\$30.00
Overdraft Protection Transfer from Deposit Acct (per day)	\$6.00
Overdraft Balance Interest Rate Business Accounts	WSJ Prime + 5.00%
Photocopy of Statement/ Form 1099	\$5.00
Research (per hour) - \$10.00 minimum	\$30.00
Research Items (per copy)	\$2.00
Safe Deposit Box Late Fee (14-days after due date) Key Replacement	\$5.00 \$25.00
Secure ID Key (Enhanced Security for Online Banking) Consumer Use (per month) Key Replacement	\$2.50 \$25.00
Special Handling of Acct (per month)	\$5.00
Stop Payment (24 month life)	\$35.00
Wire Transfer Incoming Outgoing - Domestic Outgoing - International Research or Tracers	\$12.00 \$25.00 \$50.00 \$25.00
Zipper Bag	\$5.00

**\* PERSONAL CHECKING ACCOUNTS:**

Transactions paid into overdraft resulting in an end-of-day overdrawn balance of \$5.00 or less, will not be charged a fee. We will not charge you more than four Overdraft Item Fees and four Returned Item Fees in one business day on your account.

## PAYMENT ORDER OF ITEMS

The order in which items are paid is important if there is not enough money in your account to pay all of the items that are presented. The payment order can affect the number of items overdrawn or returned unpaid and the amount of the fees you may have to pay. To assist you in managing your account, we are providing you with the following information regarding how we process those items.

We post transactions during our nightly processing each Business Day. We first post deposits or incoming transfers received before the deposit cut-off time that day. We then post your withdrawals (such as ATM, debit card or check transactions) that have been received for payment from your account. We pay some categories (or types) of transactions, such as debit card transactions, before other types of transactions, such as checks. Note: Except as limited by federal or state regulatory and judicial authorities, we have the right to change any of the factors described above at any time without notice to you.

Our policy is to process withdrawals received for payment from your account in the following order:

1. **Over-the-counter (In-Branch) Account Withdrawals - in dollar order, from lowest to highest.**
2. **ATM and Debit Card** - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
3. **Account Transfers and Account Withdrawals** - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
4. **Automatic Payments** (also known as ACH) and Banner Bank "Electronic" Online Bill Pay Payments - by type of transaction, and within each transaction type in dollar order, from lowest to highest.
5. **Checks, Banner Bank "Check" Online Bill Pay Payments, and similar items** - based on check number, from lowest to highest.

If a check, item or transaction (other than an ATM or everyday debit card transaction) is presented without sufficient funds in your account to pay it, we may, at our discretion, pay the item (creating an overdraft) or return the item for insufficient funds (NSF). The amounts of the overdraft and NSF fees are disclosed elsewhere, as are your rights to opt in to overdraft services for ATM and everyday debit card transactions, if applicable. We strongly encourage you to make careful records and practice good account management. This will help you to avoid creating items without sufficient funds and potentially incurring the resulting fees.

# Consumer Account Disclosures

## Electronic Fund Transfers

### YOUR RIGHTS AND RESPONSIBILITIES

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

### TYPES OF TRANSFERS, FREQUENCY AND DOLLAR LIMITATIONS

A. **Prearranged Transfers.** Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your checking and/or savings account(s).

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

B. **Telephone Transfers.** You may access your account(s) by telephone at 1-800-527-6435 using a touch tone phone, your account numbers, and (PIN) Personal Identification Number to:

- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Get checking account(s) information
- Get savings account(s) information
- The minimum amount you may transfer is \$1.00 per transfer or payment

C. **ATM Transfers.** You may access your account(s) by ATM using your ATM/Debit Card and personal identification number to:

- Make deposits to checking accounts
- Make deposits to savings accounts
- Get cash withdrawals from checking accounts (limit \$400.00 per day)
- Get cash withdrawals from savings accounts (limit \$400.00 per day)
- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Get checking account(s) information
- Get savings account(s) information
- Some of these services may not be available at all terminals
- Deposits or Transfers after 6 pm PT / 7 pm MT will be posted to your account the next business day.

D. **Point-of-Sale Transactions.** Using your card:

- You may access your checking account to purchase goods (in person, by phone, by computer), pay for services (in person, by phone, by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.
- You may not use your ATM card for point-of-sale transactions.

E. **Computer Transfers.** You may access your account(s) by computer by Online Banking at [www.bannerbank.com](http://www.bannerbank.com) and using your Electronic Credentials to:

- Transfer funds from savings to checking

- Transfer funds from checking to savings
- Transfer funds from a line of credit with us to checking or savings account with us
- Make payments from checking or savings to loan accounts with us
- Make payments from checking accounts to pay bills in amount and on day requested
- Get checking account(s) information
- Get savings account(s) information
- Bank to Bank Transfers – Within Online Banking you have the option to separately enroll to transfer funds between your linked personal deposit accounts at Banner Bank (“Accounts(s)”) and certain deposit or investment accounts (checking, savings, or money market accounts) at other U.S. financial institutions (“External Account(s)”). These funds transfers are referred to as “Bank to Bank Transfers.” Excess activity fees may apply if you exceed transaction limits for savings accounts.
- Remote Deposits – For qualified customers, you may scan checks that are drawn on or payable through U.S. banks in U.S. dollar denominations for deposit (excluding traveler’s checks, checks drawn on the United States Treasury or third-party checks defined as any item not originally made payable to the owner of the account in which the funds are being credited to, which may not be scanned) and transmit these items electronically to us for deposit and collection.

F. **Mobile Banking Transfers.** You may access your account(s) by web-enabled cell phone by [www.airteller.com/bannerbank](http://www.airteller.com/bannerbank) and using your Electronic Credentials to:

- Transfer funds from savings to checking
- Transfer funds from checking to savings
- Transfer funds from a line of credit with us to checking or savings with us
- Make payments from checking or savings to loan accounts with us
- Make payments from checking accounts to pay bills to existing payees
- Get checking account(s) information
- Get savings account(s) information
- Snapshot Deposit – Upon enrollment, you may deposit checks from your mobile device. Daily deposits limited to 3 items, totaling \$2,500, and may not result in immediate funds availability. Monthly deposits limited to 15 items, totaling \$10,000. Not available for foreign (non-U.S.) checks. Deposits must be received by 6:00 p.m. Pacific Time in order to receive same-day credit. Deposits received after 6:00 p.m. will be credited to your account on the next business day.

*All forms of Mobile Banking (Web, App & Text) require Online Banking Enrollment.*

*Smartphone App available at:  
[www.bannerbank.com/advice-center/online-banking](http://www.bannerbank.com/advice-center/online-banking)*

*Mobile Text Banking available – setup details at:  
[www.bannerbank.com/advice-center/online-banking](http://www.bannerbank.com/advice-center/online-banking)*

*You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.*

G. **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:

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

- Make payments by electronic check from checking accounts.

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

- Make electronic payment of charges for checks returned for insufficient funds from checking accounts.

#### GENERAL LIMITATIONS

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- Transfers or withdrawals from a Money Market or Savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to six per month (by statement cycle day). If you exceed the transfer limitations set forth above, your account shall be subject to closure.

#### FEES

See separate Schedule of Fees and Truth in Savings Disclosure.

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

#### ATM Operator/Network Fees

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

#### DOCUMENTATION

- Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your account using an automated teller machine or point-of-sale terminal. You may not get a receipt if the amount of the transfer is \$15 or less.
- Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at 1-800-272-9933 to find out whether or not the deposit has been made.
- In addition, You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.

#### PREAUTHORIZED PAYMENTS

- Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call. We charge \$35.00 for each stop payment.

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

#### FINANCIAL INSTITUTION'S LIABILITY

- Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:
  - If, through no fault of ours, you do not have enough money in your account to make the transfer.
  - If the transfer would go over the credit limit on your overdraft line.
  - If the automated teller machine where you are making the transfer does not have enough cash.
  - If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
  - If circumstances beyond our control (such as fire

or flood) prevent the transfer, despite reasonable precautions that we have taken.

- There may be other exceptions stated in our agreement with you.

## CONFIDENTIALITY

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

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

## UNAUTHORIZED TRANSFERS

- A. **Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

**MasterCard® Debit Card.** Additional Limits on Liability for Consumers. You will not be liable for any unauthorized transactions using your MasterCard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss of theft to us. MasterCard is a registered trademark of MasterCard International Incorporated.

- B. **Contact in event of unauthorized transfer.** If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your checking account without your permission.

## ERROR RESOLUTION NOTICE

In case of errors or questions about your electronic transfers, call or write us at the telephone number or

address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

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

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

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

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## ADDITIONAL INFORMATION:

When a Cardholder engages in an international transaction using the Card, if currency conversion is necessary, then the currency conversion will occur using either a government-mandated exchange rate or a wholesale exchange rate, selected by MasterCard. The government-mandated exchange rate that is used for a particular Transaction is the rate selected for the applicable currency on the date the Transaction is processed, which may differ from the rate selected on the date the Transaction occurred or on the date the Transaction is posted to the account. A 1.1% Currency Conversion Assessment (CCA) fee and International Service Assessment (ISA) fee will also be charged.

Electronic transactions may be authorized based on the amount available through Banner Coverage. Account balance inquiries at the ATM will not include the amount available through Banner Coverage.

## INSTITUTION

**Banner Bank**  
10 South First Avenue  
P.O. Box 907  
Walla Walla, WA 99362

Customer Contact Center 1-800-272-9933

Our Business Days Are Monday Through Friday - Holidays Not Included.



# Truth in Savings Disclosure

## Special Information for All Deposit Accounts

An overdraft fee may be imposed for each overdraft created by checks, in-person withdrawals, ATM withdrawals or other electronic means.

Refer to separate Schedule of Fees.

### CONNECTED CHECKING

**Rate Information – This account is not interest-bearing.**

**Minimum Balance Requirements** – You must deposit at least \$50.00 to open this account. There is no minimum balance to maintain, and no monthly service charge.

#### Additional Terms for All Checking - Sub-Accounts:

For accounting purposes, your account will consist of two sub-accounts: a checking sub-account to which all financial transactions are posted and a savings sub-account in which balances will be held until needed by the checking sub-account. You agree that we may automatically, without a specific request from you, initiate individual transfers of funds between sub-accounts. We will make automatic transfers to your checking sub-account to meet your transaction needs; however, with the sixth transfer during a calendar month all the funds in the savings sub-account will be transferred to the checking sub-account for the remainder of that month.

Both sub-accounts are treated as a single account for purposes of your deposits and withdrawals, deposit insurance, access and information, interest calculations (if applicable to your account type), tax reporting, fees, etc.

Refer to included Schedule of Fees.

### CONNECTED SAVINGS

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

**Minimum Balance Requirements** – You must deposit at least \$25.00 to open this account. To avoid the imposition of the service charge you must meet either of the following requirements:

- A service charge of \$3.00 will be imposed every month if the balance in the account falls below \$100.00 any day of the month.
- Maintain a monthly auto transfer of \$25.00 or greater from your Banner Bank Checking account. The period we use is statement cycle. The service charge is waived if the primary account owner is under 18 years of age.

The service charge is waived if the primary account owner is under 18 years of age.

**Variable Rate Information** – The interest rate and annual

percentage yield are accurate as of September 15, 2015. If you would like more current rate and yield information please call us at 1-800-272-9933. The interest rate for your account is 0.05% with an annual percentage yield of 0.05%. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$100.00 in the account each day. The period we use is statement cycle.

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

**Frequency of Rate Change** – We may change the interest rate on your account daily.

**Compounding and Crediting** – Interest will be compounded daily and credited quarterly to your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method** – Daily Balance 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. The period we use is statement cycle.

**Accrual of Interest on Non-Cash Deposits** – Interest begins to accrue no later than the business day we receive credit of the deposit of non-cash items (for example, checks).

**Transaction Limitations** – You may only make six preauthorized or electronic transfers from your account each statement cycle. There will be a \$1.00 fee charged for each additional preauthorized or electronic transfer processed during the month (determined by statement cycle).

### MONEY MARKET SAVINGS

This disclosure contains the rules which govern your deposit account. Unless it would be inconsistent to do so, words and phrases used in this disclosure should be construed so that the singular includes the plural and the plural includes the singular.

We reserve the right to at any time require not less than 7 days notice in writing before any withdrawal from an interest bearing account.

**Minimum Balance Requirements** – You must deposit at least \$100.00 to open this account. To avoid the imposition of the service charge you must meet the following requirement:

- A service charge of \$10.00 will be imposed every month if the balance in the account falls below \$1,000.00 any day of the month.

The period we use is statement cycle.

**Variable Rate Information** – The interest rate and annual percentage yield are accurate as of September 15, 2015. If you would like more current rate and yield information please call us at 1-800-272-9933. The interest rate and annual percentage yield for your account depend upon the applicable rate tier. The interest rate and annual percentage yield for these tiers may change. To obtain the annual percentage yield disclosed, you must maintain a minimum balance of \$1,000.00 in the account each day. The period we use is statement cycle.

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

**Frequency of Rate Change** – We may change the interest rate on your account daily.

**Compounding and Crediting** – Interest will be compounded daily and credited monthly to your account. If you close your account before interest is credited, you will not receive the accrued interest.

**Balance Computation Method** – Daily Balance 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. The period we use is monthly statement cycle.

**Accrual of Interest on Non-Cash Deposits** – Interest begins to accrue no later than the business day we receive credit of the deposit of non-cash items (for example, checks).

**Transaction Limitations** – You may only make six transfers from your account each month - determined by statement cycle day. A fee of \$5.00 will be assessed for each additional check or electronic/preauthorized transfer processed during the month.

Tiered rates that apply to this account:

Daily Balance	Rate	APY
\$0 - \$2,499.99	0.10%	0.10%
\$2,500 - \$9,999.99	0.10%	0.10%
\$10,000 - \$24,999.99	0.10%	0.10%
\$25,000 - \$99,999.99	0.15%	0.15%
\$100,000 & Above	0.15%	0.15%

# Important Information About Your Checking Account

## Substitute Checks and Your Rights

### What is a substitute check?

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

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

### What are my rights regarding substitute checks?

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

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

If you use this procedure, you may receive up to \$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 at one of the following:

**Banner Bank**  
10 South First Avenue  
P.O. Box 907  
Walla Walla, WA 99362

**Customer Contact Center:**  
1-800-272-9933

**Visit Your Local Branch**

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 or information to help us identify the substitute check, such as the check number, the name of the person to whom you wrote the check or the amount of the check.

## BUSINESS ACCOUNT DISCLOSURES

Notice to Commercial Customers Required by the Unlawful Internet Gambling Enforcement Act of 2006

In compliance with the Unlawful Internet Gambling Enforcement Act of 2006, as implemented by Federal Reserve Board Regulations GG – Prohibition on Funding of Unlawful Internet Gambling, Banner Bank is notifying all commercial customers that as of June 1, 2010, “restricted transactions are prohibited from being processed through the account relationship.”

This is a federally required notice. If your company or organization is not engaged in an “Internet gambling business,” no action is required in response to this notice.

### Internet Gambling Business – Due Diligence Requirements

Any Banner Bank commercial customer who currently, or at any future time, engages in an “Internet gambling business” is required to contact their local Branch Office to discuss our required due diligence procedures.

Your cooperation will be truly appreciated.

\*Authority: 12 CFR 233; effective January 19, 2009